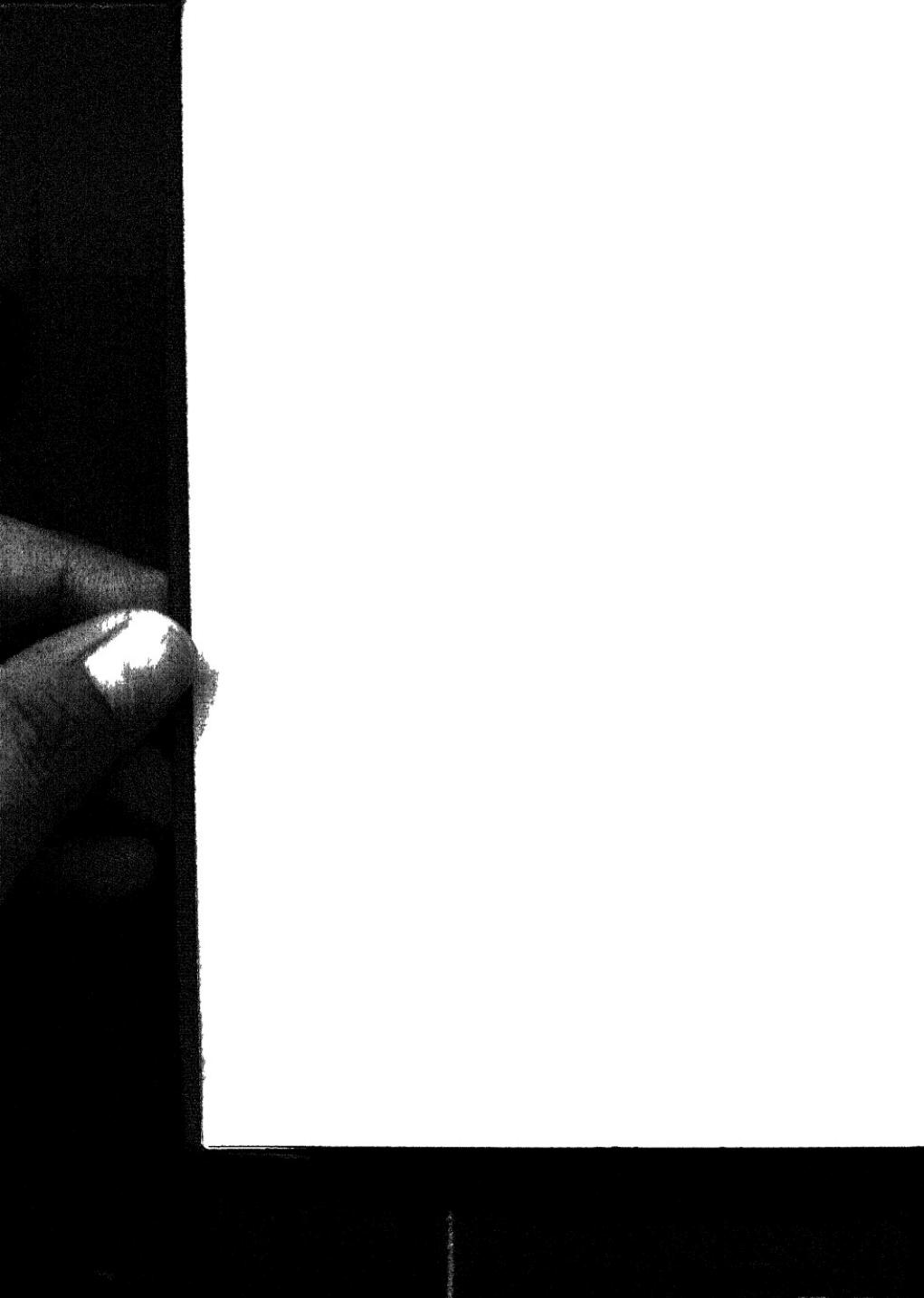


THE
PEOPLE'S
BOOKS

EVERYDAY LAW



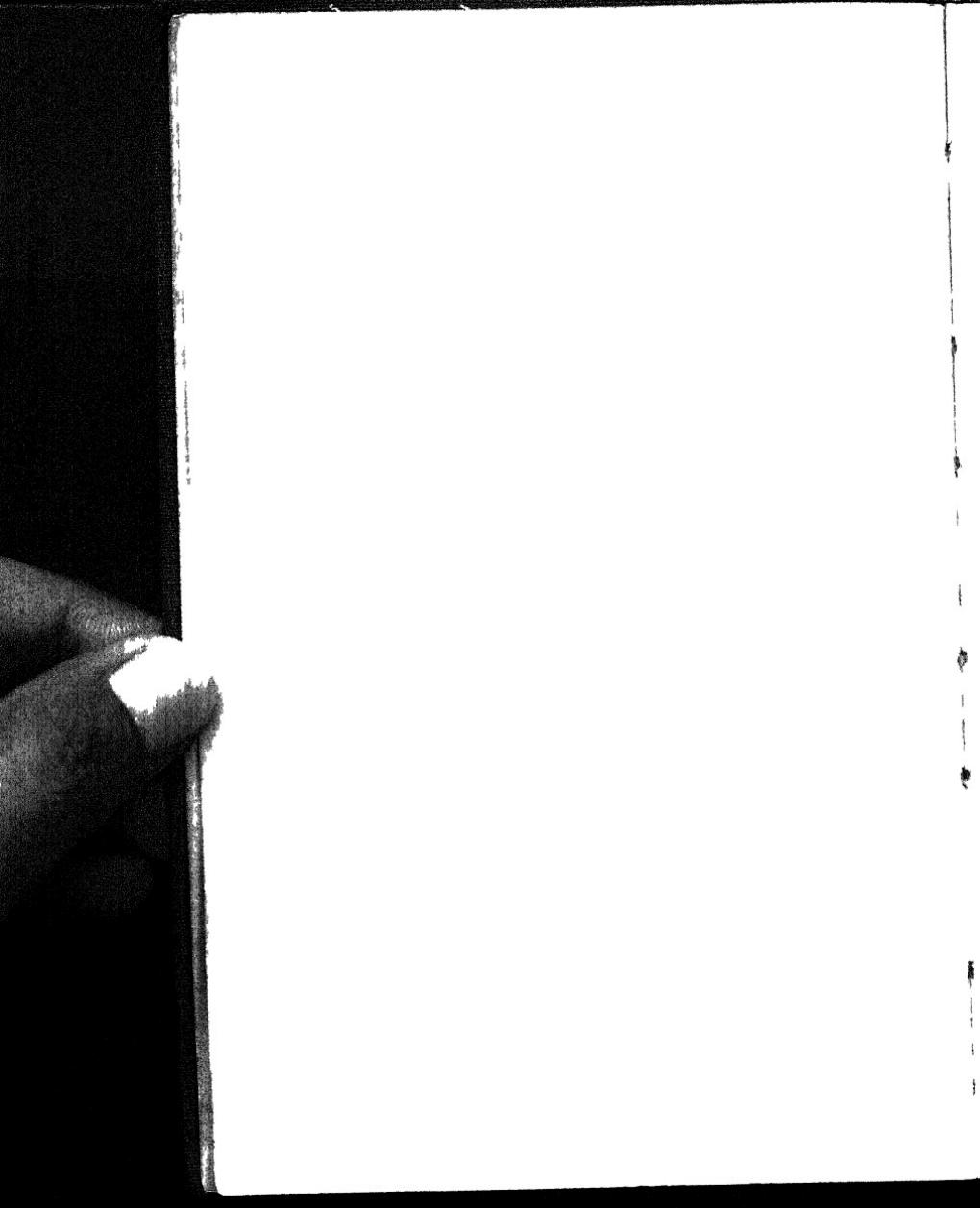
EVERYDAY LAW

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EVERYDAY LAW

Accidents, Liability for Injuries caused by.—Where a person brings on his land an animal wild by nature, or plants poisonous weeds or trees, these things being dangerous in themselves, the owner will be liable if they escape and do damage ; and this no matter what care he takes or whether he knew the thing was dangerous or not. Thus a man keeps a monkey, or a tiger, or an elephant at his peril. The same applies to bonfires, or to non-domestic fires, such as the sparks escaping from the chimney of a factory or sparks escaping from a traction engine. This is also the case where sparks escape from a railway locomotive where the damage done to crops does not exceed £100. If the damage exceeds £100, the company will be liable only if negligence has been shown, as by not having the latest appliances for preventing the escape of sparks. In regard to dangerous animals or things, the owner will not be liable if the escape be due to the act of God, or to the wrongful act of the injured man himself, or to the wrongful act of a third party over whom the owner has no control, or where the plaintiff and the defendant have a joint interest in the thing that escapes and does damage.

Where damage is caused to persons or property by domestic animals or things, their owner is not liable unless he is negligent and knows that the animal is dangerous. If a dog bites a person, its owner is not liable unless he knew that the dog had previously bitten some other person. An owner is liable if his

dog worries cattle or sheep, even for the first time. No first bite is allowed here.

Where damage results to persons from injuries caused by defects in buildings, the occupier is generally liable: but the landlord will be liable if he expressly undertakes to keep the building in repair, or is required by law to do so, as is the case in workmen's dwellings. The landlord is also liable if he lets the premises in a dilapidated condition, or has authorised a nuisance. Where buildings are in course of erection, the builder will of course be liable if a slate or a brick or other thing falls on a passer-by and injures him.

Generally speaking, an owner of property is under no liability to a mere trespasser. He must not, however, deliberately set a trap for him, or leave pits and quarries unfenced near a highway. To a guest his duty is greater, for the owner of the property will be liable if he knows that the premises are defective or dangerous and does not warn the person whom he invites to his land or building. In the case of a person calling on business, as, e.g., a patient going to the dentist, or a customer to a shop, the owner must take all reasonable care to protect his customers. He will therefore be liable, even if he did not know that the premises were defective.

In the case of a building let out in flats, or tenements, or suites of offices, the owner of the building must see that the common staircase is reasonably safe, or if there be a lift, that all reasonable care and skill have been exercised in keeping the lift in a safe condition. If this is not done, the owner of the building will be liable for injuries caused by such defects.

By Lord Campbell's Act, if a person dies or is killed by reason of negligence, as in the above cases, the personal representative of the deceased can sue the wrong-doer for the benefit of the following relatives of the deceased—wife, husband, parent, child. The word "parent" includes step-parent and grandparent. "Child" includes step-child and grandchild, but not ille-

gitimate child. No other relative can benefit by this action, which must be brought within twelve months of the death of the deceased.

Accidents to Workmen. See *Workmen's Compensation Act*, p. 42.

Administration, Letters of.—Where a person dies intestate, or leaves a will without having appointed an executor, a near relative, husband, wife, parent, sister, or even a creditor, should apply for the Grant of Letters of Administration. The applicant makes an affidavit that he is entitled and prepared to act, and setting forth the value of the estate. This he does at Somerset House, London, or in the nearest District Registry (Probate) Office if he lives in the country, and finds it more convenient to do the business there. He gives a bond to double the value of the estate, with two sureties for the proper performance of his duties. All this is done in the presence of the Registrar at Somerset House, or in the presence of the local Registrar at the District Probate Registry Office. After a time he receives a document called the "Letters of Administration," which authorises him to wind up and to distribute the estate of the deceased. He cannot do anything before he receives this document except provide for the funeral. Having obtained the document, he pays the funeral expenses and the debts of the deceased; if there is any property left over, he hands it to the persons properly entitled. Real property he conveys to the heir, the personal property is distributed amongst the "next-of-kin." As to the amount of death duties payable, he will be informed by the officials.

In the case of poor persons dying intestate, the person applying for letters of administration will get them from the District Probate Registry Office, or if he resides more than three miles away from the District Registry, he will get all necessary help from the Registrar of the County Court within the district of which the deceased intestate had his fixed abode at the time of his death.

Affiliation.—The mother of an illegitimate child can summon the father to show cause why he should not contribute to its support. Her evidence as to who the father is, must be corroborated. What amount of corroboration is necessary depends really upon the temperament of the magistrates hearing the case. If the justices are satisfied, they will make an order compelling the father to pay, in addition to the expenses attendant on the birth, a sum not exceeding five shillings per week until the child is of the age of sixteen. The order can be made before the child is born, though of course it does not operate until the child is born.

Sometimes the father pays a lump sum down and the mother by a deed agrees not to summon the father. Such an agreement is useless, for the mother may spend the money, and afterwards summon the father; for the object of affiliation proceedings is not to compensate the mother, but to maintain the child so that it may not become a burden on the rates.

The proceedings must be begun within twelve months after birth, or if the father is out of England at the birth, then within twelve months after his return.

Affiliation Orders against Soldiers.—Where an affiliation order is made against a soldier, a copy of it has to be sent to the General Officer commanding the district in which the soldier is serving. The G.O.C. can then deduct a portion from the soldier's pay to satisfy the order. There may be some difficulty in serving the summons on the soldier, and if he is on foreign service it cannot be served at all.

Note.—If twins or triplets are born, the father will have to contribute to the support of each. The amount will not exceed five shillings a week for each child.

Agency.—A principal is liable for the contracts made by his agent, provided that the agent has authority to enter into such contracts. A principal is liable for the wrongs done by his agent, if they are committed by the agent in the scope of his authority and in the apparent interests of his principal. The principal will not

be liable for the frauds or other wrongs of his agent if such wrongs are done solely for the private ends of the agent, or committed by the agent outside the scope of his authority.

As a rule, an agent is not personally liable on contracts made on behalf of his principal. But he will be liable if the other party to the contract is not aware that he is acting for another. In that case the agent is liable, as also is his undisclosed principal when the other party discovers him.

Where a person professes to act for another, without having authority so to do, the person on whose behalf he professes to act may afterwards ratify the professed agent's conduct, and thus become liable on the contracts entered into, or the wrongs done by the person professing to act as agent. But it is necessary for ratification, that the professed agent must have no authority to act, and that he held himself out and was believed to be the agent of the person who subsequently ratifies his conduct.

An agent's authority is put an end to by express revocation, by death of the principal, or by his lunacy. If therefore an agent enters into a contract after the death of his principal, then, even though the agent is not aware of the death, the principal's estate cannot be made liable for the contract. In that case, of course, the agent himself is liable. It has not yet been definitely decided in regard to the agent's making a contract after his principal has become lunatic and the agent is ignorant of his lunacy, whether the principal's estate is or is not liable.

Agents—Secret Commissions.—An agent must not make any profit other than his agreed remuneration without the consent or knowledge of his principal. Such secret profit can be claimed by the principal. The agent receiving such illicit commission, and the person giving it, are liable to a maximum punishment of a fine of £500 or two years' imprisonment, or to both.

Agreements—Illegal or Void, Voidable—Unenforce-

able.—Agreements are illegal at Common Law, or have been made so by statute. Those illegal at Common Law are—agreements against public policy, *e.g.* agreements to commit a crime or a wrong, agreements made for the benefit of an enemy State, agreements for the sale of appointments in the public service; agreements to impede the course of justice, *e.g.* taking a reward to stifle a prosecution; agreements intermeddling with the law-suits of others, *e.g.* champerty and maintenance; agreements in general restraint of marriage but not of a second marriage; agreements in restraint of trade where the restraint is wholly unreasonable.

Contracts made illegal by statute are wagering and gaming contracts (except insurance, provided the person effecting the insurance has an insurable interest in the life or the thing insured), contracts to lend money for betting, or to pay betting debts. (See *Betting*, p. 22.)

Where an agreement is illegal, it is void, and neither party can sue the other for breach of it. If money has been paid by one of the parties to an illegal agreement, he cannot sue for its recovery if the illegal purpose has been carried out. But he can recover it if the illegal purpose has not been accomplished.

Voidable contracts are such that the person not in the wrong can refuse to carry them out, though if he likes he can do so, and in that case he can sue the other if that other does not perform his part. For instance, where a party has been induced by means of a false representation to enter into a contract, he may on discovering the fraud refuse to go on with the contract; but if he likes he may carry out his part of the contract, and sue the other person for any damages he may have sustained by the false representation.

An unenforceable contract is one that may be perfectly good, yet for want of the proper evidence cannot be proved to the satisfaction of the Court: *e.g.* the law requires certain contracts, as for the sale of land, to be evidenced by some writing, otherwise the Courts will not give a remedy, because of the want of written evi-

dence. Such contracts are not illegal or void or voidable, but merely unenforceable—that is, the Court will not give a remedy in cases of a breach, provided that the party sued pleads in his defence the want of the proper kind of evidence. The following contracts require to be evidenced in writing :

1. Promises by an executor or an administrator to be liable for the debts of the deceased ;
2. Promises to answer for the debt of another (suretyship) ;
3. Contracts for the sale of land or of interests in land ;
4. Agreements not to be performed within one year from the making thereof. It should be noted that if the agreement is made on one day and the work is to begin on the very *next day*, this agreement need not be in writing ;
5. Agreements made in consideration of marriage ;
6. Agreements for the sale of goods of the value of £10 and upwards, unless the buyer accepts part of the goods or gives earnest money, or part payment ;
7. Representations as to the solvency of another person.

Air.—As a rule, no one can claim to have kept uninterrupted the general current of air coming from over his neighbour's land. A man cannot claim by prescription (enjoyment for a definite period of years) a free passage of air to his windmill, where the current of air passes from the neighbour's land to his mill. Such a right can, however, be acquired by express agreement, or by enjoying the right from time immemorial.

Allotments.—By the Small Holdings Act, 1908, local authorities such as county councils, borough councils, parish councils, may compulsorily acquire land for the purpose of letting it to desirable tenants. Where a tenant buys a "small holding" from his landlord, the local authority may lend him four-fifths of the purchase money on a mortgage of the land. Small holding means anything from one to fifty acres.

Ancient Lights.—The right to have a free access of light over the land of another may be acquired by grant, or by immemorial user, or, under the Prescription Act, 1833, by enjoyment of the light uninterruptedly for twenty years, unless in this last case the right was enjoyed merely under a written licence.

The owner of the right is entitled only to such amount of light as is reasonably necessary for his purposes, so that if the obstruction of light does not diminish the value of his premises, nor materially affect his comfort, he cannot claim to have the obstruction removed. The owner of the building cannot increase the amount of his light, though he may replace the sashes by a single pane of glass, yet he cannot increase the aperture.

Ancient lights may be lost by the owner pulling down the house (not merely for the purpose of re-building) and re-erecting and deviating from the original frontage.

Where the light has been wrongfully obstructed for six or more years, the Court will not favour the owner of the ancient lights. Application for an injunction to remove the obstruction must be made before the building obstructing the ancient lights is completed.

Where a man sells his building but retains the land adjoining, neither he nor any one claiming through him can build on the land so as to obstruct the access of light to the building sold. If he retains the house and sells the adjoining land, he ought to expressly reserve the access of light to the house, otherwise the owner of the adjoining land can build, and thus obstruct the light to the house retained by the person who originally owned both the house and the land.

Apprenticeship.—Apprenticeship agreements must be by deed. The contract comes to an end when the time of apprenticeship has been served, or when the apprentice has reached the age of twenty-one, or by both parties agreeing to end the contract, or by the death of either the master or the apprentice. If the apprentice is bound to a firm, then on the death of a partner he

still remains the apprentice of the survivors, although the firm itself may be dissolved on the death of a partner.

The magistrates may cancel the apprenticeship if the master or the apprentice is guilty of wilful misconduct or the apprentice is guilty of wilful disobedience. If the master is the guilty party, the magistrates may order him to refund the whole or a part of the premium, to pay which the master's goods may be seized. If the master has not sufficient goods, he may be imprisoned for six months.

The master cannot discharge an apprentice except for disobedience or bad conduct. If he wrongfully discharges his apprentice, the apprentice ought to take a short holiday, then go back to work and sue his master for his wages.

If the apprentice is guilty of disobedience or bad conduct, or runs away without good cause, he may be imprisoned for three months or be fined. If the apprentice falls into bad health, and so cannot serve his time, he cannot be punished.

Arbitration—Award.—Where parties agree to submit a dispute to arbitration, such an agreement must be in writing, and must bear a 6d. stamp. The parties must not take legal proceedings beyond issuing and serving a writ, otherwise the Court will decide the dispute itself, and not allow it to go to arbitration. The award or decision of the arbitrator must be in writing, and must be given within three months from the time of submitting the matter to arbitration. The award must be final and unconditional, or else it is void. Where an award is good in part, the good part will be valid, if it can be separated from the bad. The arbitrator must be impartial, and must use all due care and skill. He cannot sue for his fees, but he can withhold his award until he is paid. The award must bear a 10s. stamp.

The Court will set aside an award :

1. If the arbitrator acts corruptly, or makes a mistake going to the root of the matter in dispute, or

2. If either party is guilty of fraud, or deceives the arbitrator, or conceals vital facts, *or*
3. If fresh facts are discovered throwing new light on the matter in dispute, *or*
4. If the award is uncertain or inconclusive, or in excess of the arbitrator's powers.

Arrangement, Deeds of.—Deeds of Arrangement are employed to avoid the expense of bankruptcy proceedings, so that there may be more assets to pay the creditors, and also to save the insolvent debtor from the disgrace and the many civil disabilities attaching to his being adjudicated bankrupt.

Such deeds must be registered as Bills of Sale, and must not be made to defraud creditors, otherwise they are void. Every such deed must bear a 10s. stamp, and in addition a stamp of 1s. for every £100 or part of £100 upon the value of the property, or on the amount of the composition to be paid to creditors.

Deeds of Arrangement are of three kinds :

1. Deed of Assignment, by which an insolvent debtor transfers the whole of his property to a trustee, who sells the same, and, after paying expenses, divides the proceeds amongst the creditors in proportion to their claims ;
2. Deed of Composition, by which the debtor agrees to pay so much in the £, the creditors in return releasing him from all their claims upon him ;
3. Deed of Inspectorship, by which the debtor is allowed to carry on his business under the supervision of inspectors or trustees appointed by the creditors.

Any creditor who objects to any of these schemes may within three months of their being put forward by the debtor, file a petition in bankruptcy against the debtor, for such a proceeding on the part of the debtor is an act of bankruptcy. See *Bankruptcy*.

Articles—Lost and Found.—The finder of an article lost in a public place has a better right to it than any one else except the true owner. If the true owner

cannot be found, the finder is entitled to the property. The finder should try to discover the true owner, otherwise he might be convicted of theft. Bank notes, cheques, valuable articles, can easily be traced, but coins and other things are not so easy. The finder, if in doubt, should hand the property to the police authorities, who, after the lapse of a certain time, will restore it to the finder in case the true owner cannot be discovered.

If the article be found in a place not public, the finder must transfer it to the owner of that place. A "public place" is one to which the members of the public have free (not necessarily gratuitous) access—railway stations, trains ready for departure, shops (but only that part where the customers go), the auditorium of a theatre, and the like.

Drivers of vehicles in London, who hand over to Scotland Yard articles left in their cabs by passengers, are entitled to receive 10 per cent. of their value. If the articles are not claimed within three months, the driver is entitled to them.

Assignments of Contracts, Debts, Leases, and Policies of Insurance.—A man cannot assign his liabilities to another without the consent of the creditor. Debts and contracts may be assigned without consent. They must be assigned in writing bearing a 6d. stamp. Notice in writing must be given to the debtor, and the person to whom the debt is transferred must give value for the transfer. Whatever defence the debtor might have against the original creditor will be good against the creditor's transferee.

Policies of insurance (excepting life policies) cannot be assigned without the consent of the office in which the insurance has been effected. Notice of the transfer must be given in writing to the insurance company, which must, on payment of a fee not exceeding 5s., acknowledge in writing that the notice has been received.

Leases cannot be assigned if the assignment is forbidden. Usually the lease provides that the lessee

should not assign without the lessor's consent. In that case, the tenant wishing to assign his lease should give notice to his landlord. If the landlord unreasonably refuses his consent, the tenant may notwithstanding assign his lease.

Auctions.—When goods are put up for sale by auction in lots, each lot is the subject of a separate contract. The sale is complete at the fall of the hammer. Before that happens, any bidder may withdraw his bid, but not afterwards. The seller, or any one on his behalf, cannot bid, unless he expressly reserves to himself that right. A reserve price may be fixed, and if the biddings do not reach that price, the seller may withdraw the goods from the sale.

The seller is bound to state whether the sale is without reserve, or whether there is a reserve price, or whether the seller reserves a right to bid.

Knock-out auctions are illegal. These are auctions where a number of dealers agree not to bid against one another, so as to keep the biddings down. The dealer who acquires the things, afterwards in a private room auctions the article to his fellow-dealers. The highest bidder then acquires the article, and the profit is shared amongst the conspirators.

Bank Notes.—Bank notes are negotiable instruments—*i.e.* they are treated as coined money—so that whoever takes them in good faith and gives value for them is bound to get the cash for them. Payment in such a case cannot be stopped; it may be delayed for the purpose of making inquiries as to how they came into the holder's hands. The holder need not, and should not, write his name on the back when asked, as is usually done by the Bank of England. If the bank refuses to cash its own notes, it does so at the peril of having to close its doors. The holder should in such a case get a notary public to present the note for payment, and then, if the bank refuses to cash its own note and to pay the notary his proper charges, the bank will have to close its doors, for it has suspended payment.

Bankruptcy.—Where a trader, harassed by creditors and threatened by ever-recurring legal proceedings, is unable to induce his creditors to enter into a deed of arrangement (see *Arrangement, Deeds of*), or a composition, he ought to file his own petition in bankruptcy—a proceeding which will cost him not less than £5. The amount of his debts must not be less than £50. Where the total value of his estate does not exceed £500, the petition must be presented to the County Court of the district in which the debtor has resided or has carried on business for the longest period during the six months prior to the presentation of the petition. The whole estate is wound up, and the dividend to the creditors is paid within six months of the presentation of the petition.

Where the estate is a larger one, the petition must be presented in the High Court; but in certain of the great towns, like Birmingham, the local County Court has the same jurisdiction in bankruptcy as the High Court, the Registrar of the County Court having the same duties as the Registrar in bankruptcy of the High Court.

If the statement of affairs furnished by the debtor to the Official Receiver shows that the debtor is in his unhappy position by reason of unmerited misfortune, that he has kept proper accounts in his business, that he has not been foolishly extravagant or indulged in rash speculations, has not been guilty of fraud, the Court will regard him favourably; and, provided that a good dividend has been paid to the creditor (say ten shillings in the £), the Registrar will, on the debtor's own application, at once discharge him from his bankruptcy and release him from the debts which have brought about his bankruptcy. The debtor is thus enabled to start afresh. But his discharge will not relieve him from debts incurred through his own fraud. His discharge will not release him from debts due to the Crown, or debts due as a penalty for infringing the revenue laws, or debts due under a judgment against

him in an action for seduction or under an affiliation order, or under a judgment against him as a co-respondent in a matrimonial cause.

An undischarged bankrupt labours under many disabilities. If he obtains credit to the extent of £20 or upwards without disclosing that he is undischarged, he is liable to two years' imprisonment. All property coming to him until he obtains his discharge will go to his creditors. He cannot sit or vote in either House of Parliament, or act as justice of the peace, or fill the office of county or borough councillor, or sit on various other local boards.

The debtor cannot get his discharge for at least two years, where he has been foolishly extravagant, or has been guilty of fraud, or has not kept his books properly, or where he has kept on trading after he knew he was insolvent, or has incurred debts with no reasonable prospect of being able to pay them, or has speculated rashly, or cannot account satisfactorily for any deficiency in his assets, or has on any previous occasion been made bankrupt, or made a composition or arrangement with his creditors.

The creditors cannot take the following property of the bankrupt. (1) The tools of his trade, and the bedding and the wearing apparel of himself, his wife, and his children not exceeding in value £20; (2) his earnings obtained wholly by his personal exertions during the bankruptcy, if such money is not more than sufficient for his support; (3) any money which he may have obtained as damages for mental or bodily injuries inflicted upon him, e.g. damages for libel, damages for injuries sustained in a collision, and the like; (4) property settled by some one upon the bankrupt until he shall become bankrupt.

A married woman, unless she is carrying on a business separately from her husband, cannot be made bankrupt.

An infant cannot be made bankrupt. A dead man cannot be made bankrupt, but his estate may be wound up in bankruptcy. An alien can be made bankrupt.

if he is domiciled in England, or has within a year before the presentation of the petition ordinarily resided or had a dwelling-house or place of business in England.

For a debtor to be made bankrupt, his total indebtedness must not be less than £50, and he must have committed an act of bankruptcy, e.g. (1) if with intent to defeat his creditors he leaves England or remains out of England, or adopts any plan to keep out of the way of his creditors, as by absenting himself from or shutting himself in his dwelling-house; (2) if he enters into a scheme of arrangement with his creditors, or if he fraudulently prefers one creditor to another, or parts with his property in order to cheat his creditors; (3) if he gives his creditors notice that he has suspended or is about to suspend payment, or if his goods have been seized and sold by the sheriff, or if he fails to pay a judgment creditor after such creditor has served a bankruptcy notice upon him.

Where a person after marriage settles his property upon his wife or children, then if he becomes bankrupt within two years after such settlement the property will go to his creditors. After two years and within ten years the property will also go to his creditors, unless it can be shown that at the time of the settlement the settlor was able to pay all his debts in full without the aid of the property so settled, and that all his interest in such property had then ceased. If the settlement was made before and on account of his marriage, or made after marriage in fulfilment of a promise made before marriage, the creditors cannot touch the property unless it can be proved that the intended wife knew that the settlement was made upon her to cheat his creditors.

Beer, Debts for.—Debts for beer, ale, cider, porter, or perry consumed on the premises where such liquor is sold, cannot be recovered. By the Tippling Act, 1751, debts for spirits cannot be recovered, unless the spirits were bought at one time for an amount

of 20s. or upwards, or unless the spirits were delivered at the customer's residence in quantities of not less than a reputed quart at a time. A reputed quart means roughly six bottles to the gallon.

Betting, and Loans for.—Money won at betting cannot legally be recovered, but if the winner of a bet is paid by cheque and gets it cashed by a third party who does not know that it was given in payment of a bet, such third party can recover the amount of the cheque from the loser of the bet.

Money lent for gambling or for paying gambling debts cannot be recovered by the lender if he knew for what purpose the money was obtained.

Street betting is now an offence punishable by fine or imprisonment. The keeper of a betting house or place is also liable to fine or imprisonment.

Where parties place their bets with a stakeholder, either can recover his money before the stakeholder has parted with the money to the winner. But once the stakeholder has parted to the winner, the loser cannot recover his money.

Bills of Sale.—A conditional bill of sale is a mortgage by deed of personal chattels. The ownership, but not the possession, of the chattels is transferred by the borrower (grantor) to the lender (the grantee). If the loan is repaid, the grant ceases in its effect; but if the loan is not repaid, the lender may take possession of the chattels, and being already the owner of them, he may dispose of the goods as he pleases.

In order to be valid, a bill of sale must be made by deed and in accordance with the Bills of Sale Act. The bill must be duly attested by at least one witness, duly registered within five days, and must truly state the amount of the loan for which the bill has been granted. The amount of the loan must not be less than £30. If any one of these provisions is violated, the bill of sale is void, though of course the lender can recover the amount actually lent. Attached to the bill of sale must be an inventory of the goods mortgaged.

as a security for the loan. The rate of interest must be mentioned, and the names and addresses of the borrower and the lender. The bill must contain a promise by the borrower that he will repay the loan, with the interest, on a given day, and that he will insure the goods and pay all rent, rates, and taxes due on the premises in which the goods are, and that the goods shall not be seized or taken possession of except for any cause mentioned in section 7 of the Bills of Sale Act, 1882.

The causes for which the lender may seize the goods are :

- (1) If the interest is in arrears or if any other covenant in the bill of sale is broken ;
- (2) If the borrower becomes bankrupt or has his goods seized for non-payment of rent, rates, and taxes ;
- (3) If the borrower fraudulently removes his goods from the premises ;
- (4) If the borrower unreasonably refuses to produce his last receipt for rent, rates, and taxes when asked to do so by the lender ;
- (5) If execution is levied against the goods under any judgment in law.

Goods upon which a bill of sale has been granted may be lawfully distrained upon by the landlord for non-payment of rent. So also they can be seized for unpaid rates and taxes, but they cannot be seized in execution by a judgment creditor. In this latter way an unscrupulous debtor may cheat his creditors. He gives a pretended bill of sale to a friend who is in the know. No money need pass between them. The bill is duly registered and all formalities complied with. Then when a creditor wins his action against the debtor and obtains judgment and proceeds to seize the goods to satisfy the judgment, he is met by the bill of sale, and cannot seize the goods.

Births, Registration of.—The birth of every child born alive must be registered within forty-two days of the birth. This must be done by the father or the mother,

or, failing them, by the occupier of the house where the child is born, or by any person present at the birth. Where a living new-born child is found exposed, the finder or the person into whose care the child is given must within seven days inform the Registrar. In the case of an illegitimate child, the father need not give the information, but the mother must. Illegitimate children are usually registered in the mother's name, but the father may consent to the child's being registered in his name.

There is no charge for registration, if the information be given within three months, unless the Registrar goes to the informant at his request. For registering a birth between three and twelve months the fee is 2s. 6d., after twelve months, 5s. The charge for giving a birth certificate is 2s. 7d. Still-born children are not registered.

Within twelve months of registration the name of the child may be altered in the Register.

Boarding-houses.—The owner of a boarding-house is not responsible for the loss of his guest's goods unless the loss or damage were due to his own gross negligence or wilful wrong-doing. For instance, if he engaged as a servant a notorious ex-convict or a person whom he knew to have predilections towards theft, and that servant walked off with the property of a guest, the owner of the boarding-house would be liable. He is not bound, however, to keep his guests' goods continuously guarded.

The same remarks apply to persons who let lodgings or furnished apartments.

A boarding-house keeper cannot seize or detain his guest's goods for an unpaid bill. He might, however, be entitled to seize the goods for so much of the bill as represents the rent of the room given to the guest.

Boughs overhanging Land.—Where the boughs of a neighbouring tree overhang one's property, the owner of the property may lop off the branches if the tree is poisonous. If his cattle eat the poisonous boughs

and are injured thereby, the owner of the cattle can sue the owner of the tree for damages. The owner of a dangerous thing keeps it at his peril, and in this case it is his duty to keep the boughs from encroaching on his neighbour's property.

Fruit Trees overhanging another's Land.—If the fruit fall on the neighbouring land, the owner of the tree may enter on the land and take possession of the fruit. He must, however, act peaceably, and must not commit damage in so doing.

Breach of Promise of Marriage.—Where a man and a woman agree to marry one another, then if the agreement is broken by either party, the party not in fault can sue the other for damages. The agreement may be broken by one party marrying some other person, or by not marrying at the agreed time, or if no particular date be mentioned, then by not marrying within a reasonable time. In assessing the damages, the jury takes into account the circumstances in which the promise was broken, and the means and the rank of the person who broke the promise. A man may sue a woman if she breaks her promise.

An infant cannot be sued for breach of promise, though an infant may sue for breach. If an infant makes a promise, a new promise must be made again after attaining majority, otherwise the infant will not be liable.

If a married person promises to marry another, that person, although incapable of contracting another valid marriage, may be sued for breach of promise.

The promise need not be in so many words ; it may be made by the conduct of the parties. If the promise be obtained through fraud, or misrepresentation, or through mistake, or by threats of physical violence, the party making the promise cannot be sued if he or she subsequently breaks the promise.

Where a person breaks a promise of marriage and subsequently dies, his estate may be liable to the innocent party, if that innocent party has sustained special

damage by reason of the breach, *e.g.* as where a girl has gone to expense in preparing her wedding trousseau.

Burials.—Where a person dies and there is no executor or other personal representative to bury him, it is the duty of the householder of the house where the death took place to give the body a decent burial. The guardians or overseers of the poor, when the deceased is a pauper, must bury the body at the expense of the parish. In the case of persons drowned, their bodies must be buried by the parish where they were found, unless, of course, the relatives of the deceased do so themselves.

Every baptized Christian has a right to be buried in consecrated ground, but if the deceased "laid violent hands upon himself," a clergyman cannot be compelled to conduct the burial service.

The Registrar of Births and Deaths is bound to give gratuitously, to the person giving information of the death, a certificate for burial. Where an inquest is held, the Coroner may give the undertaker an order for burial even before the register of death.

Change, Giving.—A creditor or a person to whom money is paid, is not bound to give change to the person offering payment. Of course, if he does not give the change, the debtor may refuse to pay, though he will still remain liable for the debt. The creditor can only be compelled to take the exact amount in legal tender. If he refuses this, and subsequently sues the debtor, he may have to pay the debtor's costs incurred in defending the action. Suppose a person goes to a post-office to buy a postal order for £1, and offers a Bank of England five-pound note in payment, the person in charge may refuse to sell him the order. But should he want a money order for five pounds, and tenders a Bank of England five-pound note plus the poundage, the person in charge must sell him the order, and must accept the five-pound note in payment.

Characters of Servants.—An employer is not bound to give a servant a character or to answer inquiries

respecting him. But if he does, the character must be truthful to the best of the employer's belief. It must not suppress the truth, but disclose all facts likely to weigh with a would-be employer. Where the character given of a servant is defamatory, but is honestly given and without malice, the employer is protected unless the employer is inspired by malice or spite, in which case the servant will obtain damages for libel or for slander.

Servants obtaining situations by forged or by false characters, and persons giving them such characters, are liable to fine or imprisonment.

Cheating.—Cheating at cards, or in games, or in races, is an attempt to obtain money by false pretences. If the cheating should succeed, it is obtaining money by false pretences. In either case it is an indictable offence, and the penalty may be a long term of imprisonment.

Getting a meal at a restaurant when the guest has no means of paying for it may or may not be obtaining food by false pretences. The mere ordering of and consuming of a meal is in such a case not of itself obtaining food by false pretences. There must be something else to establish the charge of false pretences—*e.g.* offering a cheque in payment for the meal, when the guest knows that he has no banking account, or that he has not sufficient funds in the bank to meet the cheque.

Cheating ("bilking") cabmen in London—*i.e.* evading payment, or giving a false name and address when unable to pay—is an offence punishable with a fine of 40s. or fourteen days in prison.

Cheques.—Cheques, unless they are marked "not negotiable," are on the footing of coin—*i.e.* whoever takes them in good faith and gives value for them is entitled to the sum named on the cheque. Payment of them by the bank cannot be stopped, though it may be delayed pending inquiries.

"Bearer" cheques need not be endorsed by the

payee. Cheques payable to "or order" must be endorsed by the payee. The payee should write his name on the back, exactly as it is written on the face of the cheque, adding his usual signature underneath. If payable to Mrs. Smith, she should endorse her name Mary Smith, or whatever the usual signature may be. If made out to Mrs. John Smith, she should endorse it as Mary Smith, wife of John Smith. A firm endorses cheques in the firm name. In the case of a limited company, like Whiteley's, the endorsement should be made by a person appointed by the directors, and he should endorse as follows : Per pro, or p.p., Whiteley's Ltd., writing underneath his name and position—e.g. John Jones, Secretary.

Crossed cheques cannot be cashed across the counter of the bank upon which they are drawn. They must be cashed through a bank, which ultimately collects the amount from the bank upon which such cheques are drawn.

If the words "not negotiable" are added to the crossing, the cheque ceases to be regarded as on the footing of coined money. Hence, if the cheque is lost or stolen, and ultimately comes into the hands of a person who takes it *bona fide* and gives value for it, payment of the cheque can be stopped, and the holder of the cheque cannot compel the drawer or the drawer's bank to pay it.

A post-dated cheque should not be cashed before the date mentioned on it, because, as it is not payable on demand, it is an ordinary bill of exchange until that date, and as such should be stamped if it is to be negotiated before that date ; otherwise a penalty may be incurred for insufficient stamping.

If a banker cashes a cheque upon which the drawer's signature has been forged, the banker will have to bear the loss. He is presumed to know his customer's signature, and therefore cannot deduct the amount from his customer's account. The banker could recover the amount from the person to whom he paid the cash, but

he might have a difficulty in finding that person. If the payee's endorsement is forged, the drawer bears the loss.

Cheques lost in the post, the loss (if there be any) will fall on the sender, unless the payee requested the cheque to be sent by post, or that was the usual way of doing business between the parties. The drawer is the proper person to stop payment of a lost cheque, but this will be of no use if the cheque has passed into the hands of a *bona fide* holder for value, unless the cheque were marked "not negotiable."

A stale cheque is one which has not been presented to the bank for payment for an unreasonable time after the date (say six months) fixed on the cheque. The banker may refuse to cash such a cheque, although the drawer is liable for six years after the date of the cheque. Where the receiving banker and the paying banker are in the same town, the cheque should be presented for payment before the closing hour of the bank on the day after it has been received. Where they reside in different towns, the receiving banker should post it to the paying banker not later than two days after he has received it.

Never back a cheque—*i.e.* do not endorse it to oblige a friend, who may want your credit for the purpose of getting it cashed. The person who thus lends his name may be liable for the amount if the cheque should afterwards be dishonoured.

All cheques must bear a penny stamp. They need not necessarily be made out on the forms supplied by the bank. They may be made out on ordinary paper. Cheques may be made out for any amount from a penny upwards. Cheques may be dated on a Sunday.

Children and the Children's Act.—The father is the natural guardian of his children, and is entitled to have the custody of them, and to have them brought up in his own religion. But where the father shows by his conduct that he is unfit to have the care of children, the Court may give their mother the custody and the guardianship of the children.

Where persons of different faiths intermarry, and agree that (say) the sons shall be brought up in the father's faith, and the girls in that of the mother, the father may ignore this agreement. But if he is morally unfit to have the care of the children, the Court will look after their interests. The rights of the parents may be exercised by the Poor Law Guardians in cases where the child is a pauper orphan, or, the child being a pauper, the parents are unfit to have the control of it.

While a parent is bound to maintain and educate his child, he is not liable on any contract made by that child unless he authorised the child to make the contract. The parent is not liable for the wrongful or mischievous acts of the child, unless he authorised the child to do the wrong, or the child was employed by the father, and committed the wrong in the scope of his employment.

In the case of an illegitimate child, the mother is the natural guardian, and in case of her death the guardianship could be claimed by the child's father. If the mother is unfit to have the control of the child, she may be deprived of the guardianship.

Where a child, *no matter of what age*, is incapable though mental or bodily infirmity of earning a living, the father or the mother is bound to support it. Should such a child become a burden on the rates, the overseers of the poor or the Poor Law Guardians may summon the parent for the cost of its maintenance.

The local authorities can make by-laws regulating the employment of children, and may make regulations as to the street-trading of children. Children under ten must not take part in public entertainments held in licensed premises or in any public place of entertainment. Over ten they may be so employed if a licence has previously been obtained from two J.P.'s or a stipendiary magistrate.

Persons who for payment bring up children under the age of seven, apart from the parents, must within forty-eight hours notify the local authorities of this fact. If

such persons change their address, or if the child dies or is transferred to another, the local authorities must be informed. The local authorities have great powers in framing rules for the protection of such children.

Clubs.—Where intoxicating liquor is sold in a club, such club must be registered annually. Information in regard to this may be obtained by the secretary or other persons from the clerk to the justices. A club may be struck off the register. Clubs for mutual improvement, social intercourse, and the like, provided intoxicating liquor is not sold, need not be registered.

Intoxicating liquor may be sold only to members, either for consumption on or off the club premises. But the club must not sell liquor to non-members, under a penalty of £10.

A "members' club" is where the members themselves own the club. A "proprietary club" is owned by a person, the members being regarded merely as his guests. But neither must sell intoxicants to non-members. Those clubs may be formed into limited companies.

A member may be expelled, but only in strict accordance with the rules regulating the carrying on of the club. A member wrongfully expelled may sue the members who have caused his expulsion. Where a member is in arrears with his subscription, he cannot, if the club is a "members' club," be sued by the committee, unless the club has been formed into a limited company. In a "proprietary club" the "proprietor" can sue the members for arrears of subscriptions.

The by-laws and rules governing the club may be altered in accordance with the provisions laid down in the by-laws on that subject. If the by-laws are silent on this matter, then a bare majority of the members at a meeting convened for that purpose may carry the proposed alteration.

Combinations of Traders.—Associations of traders to keep up prices and to prevent competition are not in themselves unlawful; but if traders conspire to injure

a rival, and use unlawful methods, or if they are actuated by malice, then a trader injured by their methods may sue them for damages.

Common Carriers.—A common carrier is a person who is engaged in carrying goods for hire as his regular business, and who undertakes to carry for any one who cares to employ him. The term does not include a person who conveys passengers only—*e.g.* a taxi-cab driver is not a common carrier, for he carries luggage only as incidental to carrying a passenger. He could not be compelled to carry luggage by itself from one place to another; but a common carrier is bound to carry any goods, even by themselves, brought to him by any person, provided that he has room, and that the goods are of a class which he undertakes to carry, and do not subject him to unusual risks. He must charge only a reasonable sum, and must not impose unreasonable conditions. If he made the sender agree to sign a paper that the goods should be carried at the sender's risk, such a condition would be unreasonable, and the carrier would not be allowed by the Courts to take advantage of it. Railway and steamship companies, parcels-delivery companies, and such persons as make it their business to remove furniture from one dwelling to another, are examples of common carriers; but a person who occasionally removes furniture might not be regarded as a common carrier.

A common carrier is liable for all loss to the goods carried, no matter how the loss may have been caused or how careful he may have been, unless the loss is due to the act of God, or to the King's enemies, or to some inherent vice in the goods themselves, or to faulty packing. The carrier may, however, limit his liability by express agreement with the sender; but, as has been said, the conditions which he makes with the sender must be reasonable.

By the Carriers Act, 1830, the liability of the carrier has been diminished in regard to the carriage of certain articles. In regard to these articles, if their value ex-

ceed £10, the carrier will not be liable for any loss or injury to them, unless the sender on delivering them to the carrier declares their value, and pays, or agrees to pay, a higher rate for their carriage.

The articles are, gold and silver coin, gold and silver in bulk or in a manufactured state, precious stones, jewellery, watches, clocks, bank notes, money orders, stamps, maps, writings, title-deeds, paintings, pictures, engravings, plate, china, glass, silks.

The carrier is in every case liable if the loss of or injury to the goods is due to his own felonious act or that of his servants.

The phrase and the liability of "common carrier" has no application to the carrying of passengers.

Common, Rights of.—Rights of common are rights of fishing, rights of cutting and carrying away turf for fuel, rights of pasturage, and rights of common in the soil, as digging for gravel, sand, and the like. They can be acquired by enjoying them from times immemorial (the accession of Richard I, 1189), but a regular uninterrupted enjoyment for thirty years might convince a jury that the rights were enjoyed from immemorial time.

Otherwise rights of common cannot be acquired by custom, but only by express grant or by Act of Parliament.

These rights may be lost by surrender, by non-user, or by Act of Parliament.

Conjugal Rights, Restitution of.—Where one of the parties has left the spouse without lawful cause, the other may petition for "the restitution of conjugal rights." If the Court grants a decree, and the party refuses to obey it, such party is guilty of desertion. This desertion is a good ground for judicial separation; and if the husband is the offending party, and couples adultery with this desertion, the wife may get a divorce from him.

Contracts with Lunatics, Drunken Persons.—A contract made with a lunatic, where the other party is not

aware of the lunacy, and the contract is fair and just, is valid.

Contracts made with a person who is so drunk that he does not know what he is doing may be repudiated by him when he becomes sober. But if he bought goods when drunk, and keeps them when he is sober, he must pay for them.

Contracts by Post.—An offer sent by post is *not* communicated to the offeree unless it actually reaches him. An acceptance sent by post is *communicated* the moment the acceptor posts his letter of acceptance, though such letter never reaches its destination. The moment the acceptance is posted, the offerer cannot revoke his offer, even though he telegraphs, and the telegram of revocation reaches the acceptor, before the letter of acceptance reaches the offerer. The residence or the business address of the acceptor is usually deemed to be the place where the contract was made, and it is in the Court of that district that an action should be brought if there is a breach of the contract.

Corn.—Where a servant, disobeying his master's orders, gives his master's corn or other foods to horses or animals belonging to his master, he is liable to a fine of £5.

Credit, Misrepresentations as to.—Where a person makes statements to persons as to the credit or the solvency of another, so that the latter may obtain money or credit or goods from such persons, the person making the representations will be liable to them if they have suffered loss through these misrepresentations, if he made them and signed them, and at the same time knew that his statements were false. So, too, a master will be liable if his servant or his agent makes such statements in the scope of his authority. But the master will not be liable if such servant or agent made the misrepresentations solely to serve his own private ends.

Damage Feasant.—A person who through negligence or wilfulness allows his cattle to stray on another's

land, and the cattle injure the grass or the crops or the trees of that other, then the person whose property is injured may seize and detain (impound) such cattle until he has received compensation, or he may sue the owner of the straying cattle and obtain damages.

Debt.—If a debt is less than £20, the creditor must sue in the County Court ; where the debt exceeds £100, the creditor must sue in the High Court, but the High Court may remit the claim for trial in the County Court. Between £20 and £100 the action may be begun in the County Court or the High Court. If the claim is less than £20, the Court may order payment by instalments. Where the debt is £20 or more, the County Court cannot order payment by instalments unless with the creditor's consent. The High Court never orders payment by instalments. A judgment of the High Court carries with it 4 per cent. interest until the debt is paid. County Court judgments do not carry interest.

If a creditor accepts in payment of the debt a sum less than is owing him, he can still sue for the difference, unless he has been paid other than in legal tender. Legal tender is gold or notes of the Bank of England. If, therefore, a creditor accepts a cheque for an amount less than the debt, and takes it in full satisfaction, that will be sufficient ; or if he takes payment partly in legal tender and partly in some other way, such as a lead-pencil, that is sufficient. So, too, if he accepts a smaller sum, and writes a receipt in full, given under his hand and seal (deed).

If the debtor does not pay anything for six years or in writing acknowledges the debt, the creditor cannot sue him. In the case of debts due under a bond the time limit is twenty years. Where land has been mortgaged as a security for debt, the time limit is twelve years. The acknowledgment must be signed by the debtor, must contain a promise to repay, which promise must be unconditional.

Where the debtor leaves the country before he could be legally sued, the time does not begin to run

until his return. If the debtor leaves after the sum is legally due, the time is reckoned while he is away, so that if he keeps away long enough he cannot on his return be sued. A creditor in that case should have his writ renewed every year, so as to have his remedy kept alive.

Imprisonment for debt is supposed to be abolished, but a debtor having means and refusing to pay when ordered by the Court may be imprisoned for six weeks on the ground of contempt of Court. Where the debt has been ordered to be paid by instalments, failure to pay any one instalment when the debtor has means entails a similar punishment; but a debtor cannot be imprisoned a second time for the same debt or the same instalment.

Fraudulent debtors are liable to a year's imprisonment.

Deceased Wife's Sister, Marriage with.—A man may now lawfully marry his deceased wife's sister, but a clergyman of the Church of England cannot be compelled to perform the marriage service. Where a man has divorced his wife, or she has divorced him, he cannot marry her sister until she, the wife, is dead.

It is not lawful for a woman to marry her deceased husband's brother.

Sister includes half-sister; brother includes half-brother.

Deeds.—A deed is a writing, sealed, signed, and delivered. The sealing may be done by merely touching the writing say with the finger, or a ruler, or sticking on a wafer. The document must be delivered to the party on whose behalf the deed is drawn up. The document must be attested by a witness, present at the signing and the sealing. The signing, sealing, and the delivery constitute the "execution" of the deed.

Dismissal of Servants, Notice of.—Every servant is entitled to a calendar month's notice of dismissal or a month's wages (not board wages) in lieu of notice. The month is counted from the actual day of the month

on which the notice is given. A servant must give a month's warning, or the servant will lose all wages due since he or she was last paid. The servant is not allowed, unless the master likes, to pay him a month's wages in lieu of a month's warning. In fact, the master could sue him or her for any damages he may have sustained by the servant's abrupt leaving. A servant may leave without notice if he enlists, and is entitled to a proportionate part of his wages. Similarly if a master persists in making immoral proposals to a maid-servant she would be justified in leaving without notice, and could claim wages down to the date of leaving.

A servant or other employee may be lawfully dismissed without notice for—habitual negligence, wilful disobedience to lawful orders, gross immorality, dishonesty, drunkenness, permanent illness, or conduct injuring his master's interests. If the servant refuses to leave, he may be ejected; the master must use no more force than is necessary. He should call a constable to see that no breach of the peace takes place. A servant so dismissed forfeits all wages due since he was last paid.

If a servant has been wrongfully dismissed, he is entitled to arrears of wages, and to a further sum of wages in lieu of notice. If he obtains another job during the period for which the notice should have been given, the amount thus earned will be deducted from the sum to which he is entitled in lieu of notice.

Distress.—A tenant whose rent is in arrears may have so much of his goods seized by the landlord as will satisfy the claim for rent. The rent is not in arrears until the midnight of the day on which it is due and payable, and as a distress cannot be levied after sunset and before sunrise, it follows that a distress cannot be levied until the day after the rent is due. The distress may be made by the landlord himself, or by a certificated County Court bailiff. No more

goods should be seized than will be sufficient to pay the rent due; and the whole of what is due must be distrained for at one time, for a landlord cannot levy a second distress on the same goods for the same rent. If the tenant removes the goods in order to evade distress, the landlord can follow them for thirty days and seize them wherever he finds them, unless they have in the meantime been sold to a purchaser who has bought them without knowledge of the fraud. The following things cannot be seized—things in actual use at the time; fixtures except crops ripe for cutting; goods delivered to the tenant in the way of his trade, e.g. articles pawned with a pawnbroker, cloth sent to a tailor by a customer to make him a suit; perishable things; loose coins, but not coins in a bag or purse; lodger's goods; the wearing apparel, bedding, and the tools of a tenant if under £5 in value; wild animals and several others. Sheep and beasts of the plough, and the tools and implements of the tenant's trade, cannot be seized if there are other goods on the premises sufficient to satisfy the rent. A friend's goods left on the tenant's premises can be seized.

If the landlord distrains where no rent is due, or if the rent has been tendered (even on a Sunday), the landlord will be liable in an action of trespass. Where no rent is due, the tenant may recover double the value of the goods, or he may bring the action of replevin, in which case his goods are not taken away, and he will get damages for any loss or inconvenience to which he may have been put by the distress. If any rent whatever is in arrear, and of which no tender has been made, the action cannot be brought; nor can it be brought in regard to the seizure of fixtures. The action must be brought within five days of the seizure, or at any rate before the goods have been sold. In order to bring this action, the tenant ought to pay to the Registrar of the County Court the rent claimed by the landlord, or get a householder to act as security that he will fight the action. The Registrar will then

order the landlord to quit, and the action must be fought within a month.

Distress cannot be levied on Sunday, Christmas Day, Good Friday, Bank Holidays, or any day appointed for a public thanksgiving.

In effecting a distress, the outer door must not be broken open, but if the distrainer effect a peaceable entry he may break open inner doors to seize goods. He may enter through an open window or skylight, but he must not unfasten them or break them to effect an entrance. He may scale fences to get through an open door.

Ditches and Hedges.—The hedge, as a rule, belongs to the owner of the field on whose side there is no ditch. If there be no ditch, then it belongs to him who can show by previous acts that he was recognised as the owner, *e.g.* by showing that he was the only person who kept the hedge in repair. Where there is a ditch on either side of the hedge it belongs to each owner, and neither can destroy it.

In making a ditch, no one must dig into his neighbour's land, and must throw the soil on his own side. On the bank so formed he may plant a hedge.

Divorce.—There is no complete divorce in Ireland. Parties domiciled there may obtain a divorce *a mensa et thoro*, the equivalent of a judicial separation, which does not permit remarriage of the parties. A complete divorce can be obtained only by means of an Act of Parliament.

In England a husband may have his petition for divorce granted on the ground of his wife's adultery. For the wife to obtain a divorce from her husband, he must be guilty of any one of the following : (1) Incestuous adultery ; (2) bigamy with adultery ; (3) certain sexual crimes ; (4) adultery with desertion, without reasonable excuse, for a period of two years at least ; (5) adultery with cruelty—a term to which the Court gives a very wide meaning. If the wife has not separate means of her own, the husband, whether he is the guilty party or not, is liable for her costs.

In Scotland a divorce may be obtained by the husband or the wife on the ground of adultery alone, or of desertion.

A poor person who can truthfully swear that his worldly wealth does not exceed £25 may petition *in forma pauperis*. The poor person must obtain a written opinion from a barrister that he has a good cause of action. In that case he is relieved of the expense of paying Court fees. He will have counsel and solicitor assigned to him, and the solicitor must act without fee, but is entitled to be reimbursed for out-of-pocket expenses, including the fee paid to counsel.

Suing "*in forma pauperis*" also applies to all other kinds of actions.

A divorced wife may retain her husband's name and titles.

The divorce will not be granted (1) if the adultery be not proved, (2) if the petitioner has connived at or has condoned the adultery, or (3) collusion between the parties. The Court may refuse the petition if the petitioner has been guilty of cruelty or adultery or desertion, or has delayed an unreasonable time in presenting the petition.

When the petitioner has proved his case, the Court grants a decree *nisi*—that is, a dissolution of the marriage provisional upon the petitioner's good conduct for a period usually of six months, and also that no person during the meantime shows that the decree *nisi* was obtained by collusion or by the withholding of material evidence. In that event the King's Proctor may intervene and prevent the decree *nisi* from being made absolute. During this period neither party to the divorce may lawfully enter into a marriage. If he or she do so, the party is guilty of bigamy.

In all matrimonial causes—divorce, restitution of conjugal rights, nullity of marriage, judicial separation—the husband is liable for the wife's costs, whether she is the guilty or the innocent party.

Dogs.—For every dog over the age of six months the

owner must have a licence to keep him. If he parts with the dog, the new owner must take out a licence, unless that owner has already a licence to keep a dog. No matter on what date the licence is taken out, it expires on the 31st December of that year. The licence costs 7s. 6d. A blind man who keeps a dog to guide him does not require a licence. Dogs used solely for tending sheep or cattle on a farm may, to the number of two, be exempted from duty. In very exceptional cases the number exempted may be eight, but not more. The applicant who wishes for an exemption must obtain sanction at the Petty Sessions.

An owner of a dog is liable if the dog bites others, if he is aware that the dog has a tendency to bite, even though it may not have bitten any one. But such previous knowledge is not required if the dog attacks "cattle"—*i.e.* horses, mules, asses, ordinary cattle, sheep, goats, and swine.

"All dogs will be shot." This can only be done in self-defence or in protecting one's property—*e.g.* if the dog is actually chasing sheep or game, or worrying cattle. But if the game or the animal is out of danger, it is unlawful to shoot the dog.

A railway company is bound to carry dogs, if it has facilities for so doing. But, in respect of dogs, the company is not in the position of a common carrier, and its liabilities are not so great as in carrying other kinds of property. The company usually limits its liability to a small sum, unless the owner declares its full value and agrees to pay an excess sum by way of insurance. This agreement should be in writing and signed by the consignor or his agent. Should the company's officials allow the dog to be sent without the condition being signed, the owner can recover the whole of his loss, whether he has paid the additional percentage or not.

Employers' Liabilities to Workmen.—A worker injured in his employment may sue at common law. In certain trades he may sue under the Employers'

Liability Act, but in all cases a worker or a servant may now sue under the Workmen's Compensation Act, 1906, and it is this Act under which nearly all actions for injuries to workers are instituted.

By this Act an employer must compensate his servant for any injury, or for certain diseases, such as lead poisoning, anthrax, arising out of and in the course of his employment, unless the injury does not disable the workman for at least a week from earning full wages, or the injury was due to the serious and wilful misconduct of the workman himself. Even then compensation must be paid if the injury results in death or in permanent disablement.

"Workman" includes any person under a contract of service or apprenticeship, whether by way of manual labourer or clerical work or otherwise. But in regard to work which is not manual, the servant must not receive a salary which exceeds £250 a year. Curates earning less than £250 a year come under the Act. The term does not include a person casually employed, and not so employed for the purposes of the employer's trade or business. It therefore does not include a charwoman who is called in to do work. But if she is engaged to work regularly, if only once a week or once a month, she is under the Act. Members of the employer's family living with him, outworkers, policemen, persons in the military or naval service of the Crown, are not "workmen" under the Act. The Act includes seamen.

Claims for compensation must be made within six months of the accident, or, if the workman dies, within six months of his death. In this latter case the claim is made by the dependents of the deceased workman.

"Dependents" means those members of the workman's family wholly or partly dependent on his earnings. It includes his illegitimate children, or, if he is himself illegitimate, it includes his parent or grandparent. "Member of a family" includes wife, husband, parent, step-parent, grandparent, child, step-child,

grandchild, illegitimate child, brother, sister, half-brother, half-sister.

Notice of the accident must be sent as soon as practicable after the accident and before the workman has voluntarily left the employment. The notice must be in writing, and may be sent in a registered letter to the address or place of business of the employer. The claim for compensation need not be in writing.

During disablement the workman is entitled to half his weekly earnings, but the weekly pay during disablement must not exceed £1 a week. If the incapacity lasts less than two weeks, there is no compensation for the first week. A workman under twenty-one, whose wages do not exceed £1 a week, may receive a weekly payment not exceeding 10s. a week. Where the weekly payment has continued for six months, it may be redeemed for a lump sum by agreement between the parties, or by the sanction of the Court. The employer and the workman may agree as to the amount of compensation. The agreement must be registered in the County Court.

Where death ensues, the amount of compensation is a sum equal to three years' earnings, but not to exceed £300. The weekly payments, or the lump sum in lieu thereof, are to be deducted from the amount of compensation. Where the workman leaves no dependents, the compensation for death does not exceed £10.

A "workman" cannot make an agreement with his employer not to claim the benefits of this Act.

Note.—This Act has nothing to do with the National Insurance Act, which insures against sickness. This Insurance Act in no way relieves the employer from his liabilities under the Workmen's Compensation Act.

False Imprisonment.—Where a person is unlawfully arrested or detained, he may obtain his release by applying for a writ of *Habeas Corpus*, and then he may sue the person who has wrongfully caused his arrest or his detention. It is no defence that the person was arrested by mistake, or that his detention improved him physically, mentally, or financially. Any restraint upon a

person's freedom, either by force or by show of authority, constitutes imprisonment—*e.g.* preventing a person from leaving a house or a room.

Habeas Corpus.—Where a person is wrongfully detained, his friends should instruct counsel to make an application to a judge of the King's Bench Division for a writ of *habeas corpus*. The judge, on good cause being shown, will then issue a written command to the detainer, ordering him on a given date to bring the detained person before the Court, with the cause of his detention. If there is no good cause, the judge will order his release. This method is often resorted to in order to obtain the release of persons who are wrongfully detained as lunatics. If a judge, on good cause being shown, refuses to issue the writ, he is liable to a penalty of £500, payable to the person falsely imprisoned.

Fencing Shafts and Quarries.—Mining shafts must be fenced, so that the cattle of the owner of the land adjoining the shaft may not be injured. Where a quarry is on open land within 50 yards of a highway, it must be efficiently fenced to prevent accidents, otherwise the owner of the quarry may be proceeded against for permitting a public "nuisance." "Quarry" includes any pit for getting out stone, slate, lime, chalk, clay, or sand. Any person injured by falling into the quarry because of the absence of the fencing may sue the owner for damages.

Fixtures.—Fixtures are chattels attached to the soil, and belong to the landlord—*e.g.* bushes, trees, and the like cannot be removed by the tenant unless they have been planted by him for the purposes of his trade, such as market gardening. So, too, if a house has been erected on a building lease, the house at the end of the lease belongs to the freeholder—*i.e.* the ground landlord.

There are several exceptions. Fixtures erected for the tenant's trade or business, or for domestic convenience or ornament, may be removed by the tenant before he quits possession, provided that in so doing he does not injure the freehold. Agricultural fixtures

and improvements may be removed after the tenancy has expired, provided the tenant before leaving gives his landlord a month's notice, or the landlord may instead compensate him for these fixtures and improvements. An agricultural holding is one wholly agricultural or wholly pastoral, or partly agricultural and as to the rest pastoral, or in whole or in part cultivated as a market garden. A nursery garden comes under the same heading.

Fixtures cannot be seized for arrears of rent.

Furnished Houses and Apartments.—In letting a furnished house or furnished rooms, there is an implied undertaking on the part of the landlord that the house is reasonably fit for habitation at the commencement of the tenancy; but there is no implied undertaking that the premises shall continue fit for habitation. If the tenant finds on his entry that the premises are infested with vermin, or the drains are defective, or any other thing that will seriously prejudice his health or comfort, he may at once leave, and will be under no liability for rent. He is not released of his tenancy if, after he is in possession, these evils afterwards make their appearance.

Gaming. See *Agreements, Illegal*.

Garnishee Order.—This is an order sent by the Court to persons who have money or goods belonging to a judgment debtor, or who owe money to such debtors, directing such persons not to part with the money or the goods to the judgment debtor. This is done to prevent a judgment debtor getting hold of the money or the goods and applying them to his own purposes, instead of satisfying his judgment creditors.

Gift, Deeds of.—Chattels or money may be given by simply handing them over; but if the chattels are many and valuable, it is usual, but not necessary, to transfer them by a deed of gift. This is a writing, sealed, signed, and delivered by the giver. It is usual to have a witness, who attests by his signature the sealing and the signing by the giver. The sealing may

be done by the donor merely touching the document with his finger. If the gift be of incorporeal things, such as future rights in property, a deed is necessary.

Gift, by Dying Person.—A *donatio mortis causa* is a gift made by a dying person. If the person recovers, the gift must be restored to him. The gift must be of such things the ownership of which can be transferred by simple delivery—*e.g.* money, goods, but not shares and stock. If a cheque is given by a dying person, the payee should at once get it cashed at the giver's bank, for the bank will not cash it after the drawer's death. Such gifts are liable to pay death duties, and may be taken to pay the debts of the deceased if his other assets are insufficient.

Goodwill.—Goodwill is every advantage that a business has acquired through being established for a length of time. Goodwill may be sold, but only with the premises in which the business has been carried on. A person buying the goodwill should see that the seller does not carry on similar business near at hand. He should compel the seller by an agreement not to carry on a similar business within a reasonable distance. The agreement must be by deed. In no case will the seller of the goodwill be allowed to solicit the patronage of his old customers.

Guarantee or Suretyship.—Where a person promises to become liable for another's debt in case that other fails to pay, the promise must be in writing, signed by the person making the promise. The creditor can sue the surety without suing the debtor, but in that case the surety who pays can sue the principal debtor. Where there are several co-sureties, the creditor can sue any one of them for the whole of the debt. The surety who pays can recover a proportionate share from his fellow-sureties, or he can sue the principal debtor for the whole amount.

A surety will be relieved of his liability if the creditor releases the principal debtor from his obligation; or if the creditor, without the consent of the guarantor, gives

the debtor further time to pay ; or if the agreement for which the surety undertook to become liable is altered in any way ; or if the creditor deals with any securities belonging to the debtor, the surety will be released by the amount which the sale of the securities realised.

Where the honesty of a clerk or other servant has been guaranteed, and the employer continues him in his service after he has discovered that the clerk has been dishonest or fraudulent, then the surety is no longer liable.

Highways.—There is really no such thing as the " Rule of the Road," but it is usual for the driver to keep to the near or the left side. If he does not keep to that side, he must keep a strict lookout for vehicles coming in the opposite direction, and must get out of the way of vehicles which are on the proper side, or he will be liable for damage done to persons on the proper side.

Obstructing vehicles or foot-passengers is punishable by a fine of £5, if the driver is the owner. If the offender is only a driver the fine is 40s.

If the highway authority does not keep the road in repair, so that the road is full of ruts, a person who sustains hurt by that bad condition cannot sue the highway authority for damages, unless, indeed, the highway authority is *bound* by some particular Act of Parliament to keep the road in repair. If, however, the highway authority does repair the road, and does the repairs badly or negligently so as to cause accidents, then the injured persons can sue the authority. So, too, if the authority does an illegal act, such as constructing tram-lines without the authority of an Act of Parliament.

Riding or driving on footpaths, tethering cattle on the highway, throwing rubbish on the highway, discharging firearms, and doing many other things, are offences punishable by a fine of 40s. If any person sustains any special damage beyond what the ordinary public sustains, he will recover compensation. Erect-

ing barbed wire fences on land adjoining the public highway is a nuisance. The local authority should get the justices to order the occupier to abate the nuisance. If the local authority is itself the occupier, any rate-payer may take these proceedings.

Hire.—The law pertaining to the hiring of horses applies almost the same as the hiring of other animals, of vehicles, and of other things.

Hire-purchase.—When goods are bought on the hire system, the hirer gets possession of the goods and after a stipulated number of payments he has an option to buy them. Consequently the hirer during the time of hiring is not the owner, and cannot sell them or pledge them. If he does, the true owner can take them from any person into whose hands they may have come. Goods let on the hire system may be seized by the landlord for non-payment of rent, but the owner may recover their value from the hirer. The goods cannot, however, be touched by the creditors of the hirer. Should the hirer give a bill of sale upon them in return for a loan, the lender cannot seize the goods. The letter of the goods remains their owner until the period of hiring is at an end, and the hirer has exercised his option to buy; the price which he then pays is usually equal to one instalment. Should default be made in payment of any instalment, the letter can resume possession of the goods.

Horses.—If the seller gives a warranty he will be liable to the buyer if the warranty is broken. Suppose the seller warrants the horse sound and free from vice, and the horse turns out unsound or vicious, the buyer may sue for damages, which may take the form of a reduction of the price. Should the buyer insist on a warranty being given before he enters into negotiations for the purchase, then if the warranty is broken, the buyer may return the horse and get his money back, or he may retain the horse and sue for damages. Where the contract of sale is in writing, the warranty should also be in writing.

If a stolen horse is sold in the ordinary way, the true owner may seize it wherever he finds it. But if the purchaser buys it *bona fide* at a fair or in market overt the position is different. He gets a good title if the horse has been exposed for one hour between 10 A.M. and sunset, and the terms of the sale, and an accurate description of the seller, the buyer, and the horse, have been recorded in the book of the book-keeper of the market. The true owner may, however, recover the horse within six months by taking proceedings before a magistrate, and offering the buyer the price he paid for the horse.

Where a horse-dealer sells a horse on a Sunday he cannot sue for its price; but if neither party is a horse-dealer the contract is perfectly good.

Where a person hires a horse the owner undertakes that the horse is fit for the purpose required, so that if the horse is a kicker and injures the hirer, the latter can sue for damages. There is not the same liability where a man lends his horse. In that case the lender will be liable only if he knew that the horse was a kicker. The hirer must manage and treat the horse in a reasonably competent way, and if the horse is damaged through the hirer's incompetence or negligence the hirer will be liable. A much greater degree of care is expected from a borrower.

Where a hired horse injures a third party the question arises whether the owner or the hirer is liable to a third party. If the driver of the vehicle is the servant of the owner, the owner is liable. If the hirer himself drives, or the driver is his servant, then the hirer is liable.

These remarks apply to other hired vehicles, such as motor-cars, and to the hiring of other things.

If a hired horse or hired vehicle is stolen by reason of the hirer's negligence, the hirer will have to pay for the loss. The same is true of a borrower.

Houses of the Working Classes.—The owner of a house let to a person of the working class is bound to

keep the house fit for habitation. If the tenant is injured by the defective state of the building or suffers in health from its defective drainage he can sue the landlord for compensation.

Any house in London of which the rent, rates and taxes do not exceed £40 a year, or in certain large towns £26 a year, and in other parts of England and Wales £16 a year, is a workman's house.

Husband and Wife.—A married woman is absolutely entitled to her own property, and while she is alive her husband has no rights in it. But on her death intestate, he takes all her personal property, such as money, leases, shares in companies, Government Stock, furniture and the like. On her death intestate he is entitled to a life interest (*curtesy*), in her freehold property, provided that a child was born alive during the marriage capable of inheriting the freeholds.

If the husband die intestate the widow may have a life interest (*dower*) in one-third of his freehold lands, unless by some deed executed in his lifetime he has barred her right to have dower. If an estate be given to a man and the heirs of his body by some particular wife, and that wife dies without issue, then if the husband remarries, his new wife cannot have dower in that estate, because her children could not inherit it.

If the husband die intestate his widow is entitled to one-third of his personal property, if he has left issue, the other two-thirds going to his issue, but if there be no issue, the widow gets £500 (if there be so much) out of the personality, and also half of what is left after deducting the £500, the residue going to his next-of-kin.

A husband is not liable for his wife's debts except when she is his agent, or the law presumes that she is his agent. The mere fact that she is his wife does not make him liable. If he forbids her to pledge his credit, he is not liable. If they are living together, and the wife is in the habit of ordering goods for which the husband usually pays, then he has held her out as his

agent, and the husband will be liable if she orders more goods from the same tradesmen. He will not be liable if he warns the traders not to give her credit, or if he gives her a sufficient allowance to pay the bills. An advertisement in the newspapers has no effect in regard to tradesmen who have been in the habit of supplying goods to the wife ; the husband must give them personal notice in order to avoid being liable for the wife's debts. The advertisement will, however, affect new tradesmen. If husband and wife are living apart owing to his misconduct, and he does not make her a sufficient allowance, she can pledge his credit for "necessaries" (see p. 66) supplied to herself.

Frequently workmen are sued by credit drapers and suchlike people for goods supplied to the wife, without their knowledge and consent. In such a case the workman should satisfy the Court that he gave his wife his wages, or a sufficient portion of them to keep the household going. In that case the Court will not order him to pay. The wife only will be liable, but that is not much good, for she cannot pay, and cannot, being a married woman, be imprisoned for contempt of Court in not paying, and of course cannot be made bankrupt.

A husband is always liable for the wrongful acts committed by his wife after marriage. If she libels or slanders a person, or commits a trespass or other wrong, the injured party may sue the husband alone, or the wife alone, or both may be sued jointly.

Illegitimate Children. See pp. 10, 30.

Infants.—Persons under the age of twenty-one cannot be made liable for contracts made by them, except the contract is (1) for necessities (see p. 66), or (2) for contracts of a continuing nature under which they receive benefits, such as indentures of apprenticeship. If an infant applies for and has allotted to him shares in a limited company, he may, on attaining twenty-one, have his name taken off the register of members ; but he must get his contract rescinded

within a reasonable time after attaining his majority, otherwise he cannot afterwards repudiate his liability.

A father is not liable on an infant's contract unless he authorises the infant to make it, or unless the father by his conduct or by express words ratifies the infant's contract.

An infant is always liable for the wrongs he commits, unless he is perhaps of a very tender age. His father is not liable unless the infant was employed by the father and committed the wrong in the scope of his employment. If the father ratifies the infant's tort or wrongful act, the father will of course be liable. In that case the injured party can sue the infant or the father.

An infant cannot be made bankrupt. If, therefore, he carries on a shop or other business, it is well not to supply him with goods on credit, for the creditors cannot make him liable for his debts or make him bankrupt. An infant may, however, sue people who owe him money.

An infant cannot make a will.

Infectious Diseases.—The existence of the following diseases, and any others that may be decided upon, must be notified to the medical officer of the district: Smallpox, cholera, diphtheria, croup, erysipelas, scarlatina, scarlet fever, typhus, typhoid, puerperal fever. It is an offence to cast infected rubbish into any ashbin or receptacle for refuse.

Innkeepers.—An "inn" is a house the owner of which holds out that he will receive all travellers and sojourners who are willing to pay a price adequate to the sort of accommodation provided. A fully licensed public-house is not necessarily an inn, nor is an ale-house or a tavern, neither are coffee-houses nor restaurants.

An innkeeper is bound to afford entertainment to every one who is willing to pay for it, and whose conduct or condition is not likely to be offensive to other guests; whereas an ordinary publican can refuse to serve any

customer as he thinks fit. If the innkeeper has room, he must also put up the guest's horse and take in his luggage, but the guest cannot compel the landlord to give him any particular room or to allow him to sleep on a sofa if all the rooms are full. If the innkeeper so desires, he may insist on the guest's paying in advance. If the innkeeper neglects to do his duty or to serve a guest in these respects, he may be prosecuted criminally or be sued civilly.

An innkeeper is liable for any loss or damage that may happen to the goods of his guest, whether he, the innkeeper, has been negligent or not. The person to be sued is the actual owner of the inn, though the licence may not be in his name. But it is only in the case of goods of a guest while the person is a guest that this liability exists. Apart from negligence, an innkeeper would not be liable for loss or damage to goods left at his inn to be called for. If a person goes to an inn and orders a meal, and is allowed the use of a bedroom to wash his hands, he would be able to sue the innkeeper if his overcoat was lost or stolen while he was at his meal. The innkeeper would not be liable if the loss were due to the act of God, or to the King's enemies, or to the fault of the guest himself.

An innkeeper is now liable for loss or damage to the extent of £30, except (1) where the goods have been lost or damaged by his own neglect or wilful act or that of his servants, or (2) the goods have been deposited with the innkeeper expressly for safe custody. To benefit by this, the innkeeper must post up a notice to this effect in some prominent part of his inn. In the case of the loss of or damage to a horse or other live domestic animal, or any carriage or gear appertaining thereto, his liability is unlimited.

An innkeeper can retain his guest's goods until he has been paid the bill, but he cannot seize the clothes that his guest is actually wearing, or goods in the hands of the guest, or goods that have been sent by a third party for the convenience of the guest. If the guest

goes away with his property without paying the bill and then returns, the innkeeper cannot then detain the goods for the previous unpaid bill. When goods have been detained by the innkeeper for an unpaid bill, he may after six weeks sell the goods by public auction, but only such of them as will be sufficient to pay the bill. He cannot sell them for any other debt which the guest may owe him. At least one month before the sale, the innkeeper must advertise the sale in one London newspaper and in one local paper. If the sale realises a surplus, he must hand the surplus to the guest.

Insurance, Fire.—Fire insurance policies are not assignable without the consent of the company in which the property is insured. Where a man sells his insured property, it is useless for him to go on insuring that property. He has ceased to have an insurable interest in it; and although the company will cheerfully accept premiums from him, he cannot recover the insurance money should the property be eventually destroyed by fire. Where a person buys insured premises or property, he himself should, the moment the agreement of sale is signed, effect an insurance of the property, or else get the benefit of the seller's policy transferred to him, with the consent of the insurance company. If this is not done, and the property is burned before it is actually handed over to him, the loss will fall on him, for he will have to pay the seller the agreed price, and get nothing in return save burned and ruined property.

It is useless insuring property for more than its worth. It only means paying more premiums than are necessary; for the insurance company will, as a rule, investigate very carefully the loss caused by the fire, and will only pay so much as will compensate the owner.

Under-insurance is sometimes foolish, particularly if there is an average clause in the policy. If a person then under-insures, and his property is *partially* de-

stroyed, the company will not give him the amount of the loss, but only such a proportion of it as the amount for which the property was insured bears to the real total value of the property. Suppose property worth £10,000 is insured for £6000, and a fire causes a partial loss to the extent of £4000, the owner will not get £4000 from the company, but only *six-tenths* of £4000—that is, £2400.

Insurance, Life.—A person effecting an insurance upon another must have an insurable interest in that person's life—*i.e.* a pecuniary interest in the life insured. If there be no insurable interest the insurance is a mere wager, and therefore null and void—*i.e.* the company need not return the premiums paid, and cannot be compelled to pay the amount for which the life was insured. Mere relationship does not by itself create an insurable interest. A wife has an insurable interest in her husband, a husband in his wife, a child in its father, but not a father in his *infant* child (unless, perhaps, to the extent of burial money). A brother has, generally speaking, not an insurable interest in the lives of his brothers and sisters. An employer has an insurable interest in the lives of his workers, because he is liable for injuries they receive in the course of their work. A creditor can insure the life of his debtor for the amount of the debt; and though the debt may afterwards be paid, the creditor may lawfully continue insuring him. A person has not an insurable interest in his friends and acquaintances, much less strangers. Every subject of the King has an insurable interest in the King's life, and may lawfully insure his life. If infants are insured and die before they are three months old, their parents cannot compel the insurance company to pay the amount. The insurance company generally, however, returns the premium. After the child is three months old and under ten years, a greater and greater part of the amount for which the child's life was insured will be paid in the event of death.

If people are induced by the fraud of an agent to

insure their lives and others in his company, the company can be compelled to refund all the premiums paid.

Life policies can be assigned. If a man sells his life policy to another, he should give notice of the transfer to the insurance company (see p. 17).

Insurance (National) Act.—This Act insures against sickness in the case of all employed persons not under sixteen, and in certain trades insures against the workers being out of employment.

The Act in nowise alters an employer's liability for injuries sustained by his employees in the course of their employment. It applies to all manual labourers, no matter what their earnings may be, and to all other employees whose wages do not exceed £160 a year.

I.O.U.—An I.O.U. is of no legal importance save as the evidence of a debt. It does not require a stamp.

Judicial Separation.—The High Court will grant to the husband or the wife on the ground of cruelty, desertion without just cause of at least two years, or adultery.

Cruelty involves "danger to life, limb, or mental or bodily health, or a reasonable apprehension of such danger"—e.g. insanity of the husband, or incestuous adultery, or adultery with a maid-servant living in the same house as the wife, insults and violent temper causing anguish to the wife, enforcing the wife's prostitution, communication of a venereal disease, drunkenness, and other things.

Desertion means wilful absence from and against the wish of the spouse.

The allowance made to the wife depends upon the husband's means.

Police courts and other courts of summary jurisdiction may grant wives separation orders equivalent to a judicial separation. A husband cannot obtain such an order. The separation order may be granted

where the husband is convicted of an aggravated assault on his wife, or if he deserts her, or if he is guilty of persistent cruelty, or where he is an habitual drunkard, or after his wilful neglect to maintain her causing her to live apart from him. The magistrates can compel the husband to contribute a sum not exceeding £2 a week for the wife's support.

A judicial separation or a separation order does not entitle the parties to remarry.

Legal Tender.—Legal tender is that form of payment to which a creditor is entitled, and which he can lawfully compel the debtor to pay. Any other form of payment the creditor may refuse if he likes. Debts not exceeding a shilling may lawfully be paid in bronze coins ; debts not exceeding £2 may lawfully be paid in silver coins ; debts exceeding £2 may lawfully be paid in gold or in notes of the Bank of England. Any other form of payment—*e.g.* a cheque—the creditor cannot be compelled to accept.

Liability for the Wrongful Acts of Others.—A man is liable for the wrongful acts of his servants or agents done within the scope of their employment and in his apparent interests, but he is sometimes liable for acts done by persons who are neither his servants or his agents—*e.g.* for the acts done by his wife, or done by an independent contractor employed by him. For instance, if he employs a contractor to do work which is illegal, and some one is injured in the course of that work, the injured person may sue the contractor or the employer of that contractor. An example of this would be where a tramways company employs a contractor to build a line in a street in which the company has not the statutory authority to build a line. Again, where the work is dangerous and not properly safeguarded, a person injured by the dangerous state can sue the employer of the contractor, as where a highway authority employs a contractor to repair a road, and does it so negligently that foot-passengers are injured. In that case the injured party can sue the highway

authority or the contractor at his option. It should be remembered, however, that if the highway authority does not keep a road in repair, and a person meets with an accident because of the non-repair, the injured party has no remedy, for a highway authority cannot be sued for not doing a thing, unless perhaps the authority was bound by some particular statute to do that particular thing in a particular manner. A highway authority can only be sued for doing the right thing improperly, or for doing a wholly illegal thing.

Further, an employer can be sued for the wrongful acts done to a third party by an independent contractor or the contractor's servants, if he, the employer, interferes in the work, and gives orders from time to time as to how the work shall be done; for then the employer reduces the contractor to the level of a servant, and will therefore be liable for his torts.

Lastly, under the Workmen's Compensation Act an employer may be liable to the contractor's workmen if they sustain injuries while doing the work upon which they are engaged. Thus a householder engages a window-cleaning company to clean his windows. The company sends a man, and, while cleaning the windows, he meets with an accident and breaks his leg. The workman can, at his option, sue his own master (the company) or the householder. In practice the company generally undertakes to compensate the workman, so that if the workman sued the householder and obtained compensation, the householder could by the terms of his agreement recover the amount from the company.

Libel and Slander.—Defamation consists of the uttering of words likely to hold a man up to the contempt, ridicule, or hatred of his fellows. Where the defamation is written, printed, or put in a permanent form, it is libel; where it is spoken, it is called slander. Libel may be dealt with either as a crime or a civil wrong, whereas slander (except blasphemy and sedition) is not a crime. In libel the aggrieved party need not allege

or prove special damage, but in slander, with the exception of five cases, he must prove special damage—*i.e.* some definite temporal loss, if only that it is the loss of hospitality formerly enjoyed.

The plaintiff must prove publication—*i.e.* the communication of matter to a third party—and he must prove that the words refer to himself. Any one who repeats a libel or a slander is himself liable.

If a husband makes to his wife a defamatory statement about another, or if a wife makes a similar statement to her husband, that is not “publication.” But if a third party makes a defamatory statement to a husband about his wife, or to a wife about her husband, that is “publication.”

In the following cases of slander the plaintiff need not prove special damage : (1) where the words allege that he is suffering from certain disgraceful diseases ; (2) where words impute to him a crime ; (3) where the words impute to him unworthiness to hold some office of honour ; (3) where the words disparage him in the way of his trade, calling, or profession ; (5) where, the plaintiff being a woman, the words impute unchastity. The same words spoken of a man would not enable a man to succeed in his action without he could prove special damage, unless the words reflected on him in the way of his profession—*e.g.* if he were a doctor or a clergyman.

If the defendant can plead Apology that is a good defence, if the libel were contained in a newspaper; but the newspaper must offer pecuniary compensation to the aggrieved party.

Fair Comment is a good defence to an action of libel or slander. Fair comment is the honest expression of opinion on a matter of public interest, or on a matter which the author or person who invited public patronage has submitted to public criticism. The opinion must be on the criticised person's work, and must not attack his character.

A third defence is Privilege. This means that the

words were uttered on some occasion, or in some place, for which no action can be brought. The privilege may be absolute, as in words uttered in Parliament or printed in its debates, or spoken in the course of judicial, military, or naval proceedings. A member in the House of Commons, or in the House of Lords, a judge, counsel, a witness, and the jury may utter any slander and they are not liable. Partial Privilege arises when there is some legal, moral, or social duty cast upon the writer or speaker to utter the alleged words, *e.g.* in giving a character to a servant, when writing to the new employer. But the writer or the speaker must not be actuated by malice, ill-will, or else the plea of privilege will not avail.

Justification (Truth) is another defence, but the words complained of must be proved to be true in substance and in fact: but in criminal prosecutions for libel, truth is no defence, unless they are uttered in the interests of the public good. The maxim formerly was "the greater the truth the greater the libel," as then they were more likely to sting the party, and thus bring about a breach of the peace. So that down to 1843 truth was no defence in a prosecution for libel. In criminal libel, the words need not be communicated to a third party. It is sufficient, if they are communicated to the aggrieved party himself. But in civil actions for libel, the words must be communicated to a third party.

Slander of Goods.—To say that the goods of a trader are bad is actionable only if the trader can prove that he has suffered pecuniary loss. But, if the disparaging words reflect upon his character as a trader, he need not prove special damage. Thus to say of a butcher that his meat is unsound, he will not succeed unless he prove pecuniary loss through the disparaging remarks. But to say of him that he is in the habit of selling unsound meat is to reflect upon him as a trader, and is actionable without proof of special damage.

A husband is liable for the slanders spoken or the

libels written by his wife. The same is true of all other wrongs done by the wife.

Licence-holders.—All licence-holders, such as innkeepers, publicans, alehouse-keepers, and owners of restaurants must not serve intoxicating liquor to a drunken person. They must prevent drunkenness on their premises. They must not allow disorderly behaviour, and they must not allow women of questionable character to remain longer on the premises than is necessary for the purpose of obtaining reasonable refreshment, nor must they allow betting on the premises, nor allow the premises to be used as a house of ill-fame. Licence-holders guilty of these practices are liable to be fined, and in gross cases may have their licence taken away.

Children under sixteen must not be allowed to drink on the premises ; children under fourteen are excluded from public-house bars. Intoxicating liquor must not be sold to children under fourteen, unless in quantities not less than a reputed pint, and in vessels corked and sealed. A reputed pint is less than the ordinary (imperial) pint. There are twelve reputed pints in a gallon.

Limitations, Statutes of.—By various Acts of Parliament, if any aggrieved party does not bring his action he loses his remedy, *i.e.* though he does not lose his rights, he cannot bring his action. But, in regard to actions concerning land, he loses not merely his remedy, but the right to the land itself. Suppose a creditor does not sue for his debt within six years after the debt was due, or after the debtor had paid him anything, or had given him a written acknowledgment of the debt, the creditor cannot then sue him, though if at any time any money of the debtor's comes into the creditor's hands, he may retain it.

Actions for debt, for rent, trespass, libel, and for breaches of simple contract must be brought within six years ; debts due under a bond, the action must be brought within twenty years ; slander, two years ;

assault and false imprisonment, within four years; nuisance, six years. Actions to recover compensation for the death of a person accidentally killed through the negligence of another must be brought within one year of death. Actions to recover land, the time limit is twelve years. Actions against public officials for wrongs done in their official capacity must be brought within six months.

Lodgers.—A lodging-house keeper is not responsible, if his lodger's goods are damaged or stolen by strangers, unless he has connived at the wrong done. He is not bound to keep continual guard over his lodger's goods. He can detain his lodger's goods for unpaid rent, but not for board unpaid. See *Boarding-houses*.

Where a lodger's goods are seized, because his landlord has not paid the rent to the owner of the house, the lodger now gets ample protection. Where the superior landlord seizes the lodger's goods for the tenant's arrears of rent, such lodger should give a written declaration to the bailiff stating that the particular goods seized are his, setting forth what rent is due from him (if any), and what rent will become due in the future, and he must undertake to pay his rent direct to the superior landlord levying the distress until the superior landlord's claims are satisfied. If, after this declaration, the landlord seizes the lodger's goods, the distress is illegal, and both the landlord and the bailiff will be liable in damages. A stipendiary magistrate or two justices may order the goods to be restored, and can decide whether the distress was justified or not.

Lotteries.—Lotteries are a public nuisance and are illegal. Every person who runs a lottery is liable to a fine of £500, and every person taking a draw in a lottery is liable to a fine of £20.

Selling goods with "prize coupons" of *uncertain* value is a lottery, but not if the prizes are of a fixed value and not in money.

A whist drive where the players pay a fee, the fees

being divided as prizes in cash or goods amongst the winners, is a lottery, and is illegal.

"Art Unions" run by associations having a Royal Charter are not lotteries.

Marriage.—*Marriage after Banns.*—The banns are published on three successive Sundays, so that at least fifteen days must elapse before the marriage takes place. If the parties reside in different parishes, the banns must be published in both parish churches. If the names of the parties to the marriage are misstated to the knowledge of both, the marriage is void; but it is not void if one only of the parties knew of the misstatement. The marriage must take place within three months of the last publication of the banns.

If one of the parties is a minor, the parent or guardian can publicly forbid the banns, and thus prevent the marriage. But once the marriage takes place it is perfectly valid.

By Ordinary Licence.—This licence can be obtained at a moment's notice from the bishop's registrar, but one of the parties must take an oath that there is no legal impediment to the marriage, and that one of the parties has resided for at least fifteen days in the parish in the church of which the marriage is to be solemnised. The fee varies from £1, 15s. to £2, 12s. 6d.

By Special Licence.—A special licence can be obtained from the Archbishop of Canterbury, the fee being a trifle less than £30. It is available at any time or place, without residential qualification.

Marriage by the Registrar.—The registrar of births, deaths, and marriages may grant certificates or licences to marry. The marriage is performed by the superintendent registrar in his office. When the marriage is by certificate, the total cost is about 7s. 6d. Where the marriage is by licence, the total cost is £2, 10s.

Marriages in Buildings registered for the Purposes of performing Marriages.—Here the registrar may be present. His place may be taken by an "authorised person"—i.e. one appointed by the trustees of the

building to act in that capacity. So that it is not necessary now for the registrar to be present at a marriage solemnised by a Nonconformist minister.

Marriage of Quakers.—The registering officer of the society must register the celebration of the marriage as soon as possible. The registrar of births, deaths, and marriages need not be present.

With the exception of Jewish marriages and marriages by special licence, all marriages must be celebrated between the hours of eight in the morning and three in the afternoon.

Marriages with Foreigners.—The legality of a marriage depends on whether it has been in accordance with the law of the country of the husband's domicil. Girls in England marrying a foreigner should inquire of the consul of the country to which their intended husband belongs whether all the requirements of the foreign law have been fulfilled. Otherwise, though the marriage is perfectly lawful in England, it may be void in the country to which the husband belongs.

Where British subjects marry abroad, if the marriage is in accordance with the law of the country where the marriage took place, provided that there has been no breach of English law, such marriage will be legal.

Suppose a marriage has not been registered, or no formal proof is forthcoming that a marriage ceremony took place, nevertheless the marriage may be "proved by reputation"—*i.e.* the parties did cohabit for a long period, and were universally regarded as married.

Midwives.—No woman can now assume the name of or practise as a midwife under a penalty of £10. This does not prevent a woman from attending a patient in childbirth, where such woman is acting under the direction of a qualified medical practitioner.

The regulations as to midwives must be carefully observed.

Money paid by Mistake.—Money paid under a mistake of fact—*e.g.* paying an alleged debt where there is no real debt owing, or money paid to the wrong

person—may be recovered. So, too, money obtained by deceit, extortion, violence, oppression, or bodily fear may be recovered from the wrongdoer.

Where the money was paid under a mistake as to one's legal obligation (mistake of law), it cannot be recovered. Thus if a banker cashes a cheque when his customer's account was overdrawn, though the banker was not aware that the account was overdrawn, he could not recover the amount from the payee of the cheque, for the mistake of fact in regard to the state of his customer's account led him into a mistake of law in regard to his legal obligations to his customer. A banker is not bound to honour his customer's cheques where the account is overdrawn, unless he expressly agrees to allow his customer to overdraw. Of course the banker could compel the customer to pay.

Motor Cars and Motor Cycles.—Every car must be registered by a County Council and must bear its registered number. The fee is £1. Every motor cycle is in the same position. The fee is 5s.

Every driver of a car must be licensed, the fee for which is 5s. The licence is good for twelve months, and must be produced on the request of a policeman.

The speed must not be dangerous, and must in no case exceed 20 miles an hour, and in certain places 10 miles an hour.

The infringement of these rules and the forging of identification numbers renders the offender liable to fine or imprisonment. The licence may also be endorsed, suspended, or taken away.

A person employed as a driver is a "male servant," and the employer must pay an annual duty of 10s. for each driver.

Name, Change of.—A person may without legal formalities change his name, but he must not do so in order to deceive others. The name by which he is known, and by which he is usually called, is good enough, even though it be not his real name. Where a legacy is left to him in his old name, he can still take it,

The most usual way of changing one's name is by deed poll (stamp duty 10s.) and to advertise the change. The person may apply for a royal licence to adopt a particular name (stamp duty £10): if the licence is applied for in consequence of the fact that the terms of some will or settlement requires the applicant to adopt the name, the duty is £50.

Necessaries.—"Necessaries" are not merely food and clothing, but all things essential for a person to have, according to his station in life. What would be necessities to a duke's wife or child would not be necessities to a workman's wife or child. It must be remembered that if a person, say a wife or an infant, is already abundantly supplied with these essentials, then any further quantity supplied by a tradesman would not be regarded as necessities, even though the tradesman was ignorant of the fact that the person was already amply supplied. This inflicts great hardship upon traders.

What things are necessities will be decided by the jury according to the circumstances of each particular case.

Negligence and Contributory Negligence.—Where a person is injured through the negligence of another, he is entitled to damages from the wrongdoer; but if the person accused of negligence can prove that the injured man's own negligence was the *immediate cause* of the accident, then the injured is not entitled to compensation. Where an adult is in charge of a child of tender years, or of an imbecile, and the adult is guilty of contributory negligence, then the injured child will not get compensation. Thus a grandmother having the care of a child opens the gate of a level crossing, and, without looking around, attempts to cross the line, and she and the child are injured by a passing train; then neither the old woman nor the child is entitled to compensation.

Negligence consists in doing what a prudent man would not do, or in not doing what a prudent man would, or in not exhibiting the care and skill usually

displayed by persons in the same calling as the person against whom the negligence is alleged.

Where a person's death is caused by the negligence of another, the personal representative of deceased can sue the wrongdoer for damages, if the deceased had he lived could have sued the wrongdoer. The action must be brought within twelve months of the death, for the benefit of the following persons—wife, husband, parent, or child of the deceased. No other relative can benefit by this action. Parent includes step-parent and grand-parent. Child includes stepchild and grandchild, but not illegitimate child. If the executor or the administrator does not bring the action within six months, any of the above relatives may bring the action.

Negotiable Instruments.—A negotiable instrument is one of which the true owner can transfer the ownership by simple delivery. If such an instrument comes into the hands of a holder, who takes it in good faith and for value, he becomes absolutely entitled to the amount named on it, and payment of that amount cannot be stopped. But the instrument must be in such a condition that the ownership of it can be transferred by simple delivery—*e.g.* a cheque payable to order must be endorsed by the payee before he can transfer the ownership of it by simply handing it to the transferee; but a cheque payable to bearer does not require to be endorsed before it can be cashed. Negotiable instruments include bills of exchange, cheques, promissory notes, bank notes, exchequer bills, dividend warrants, East India bonds, bearer bonds, and some foreign bonds. But if a foreign bond shows on the face of it that the transferee is not to become the owner of it until some further act is done, it is not and never can be a negotiable instrument—*e.g.* a railroad bond which states that the transferee does not become the owner until his name is registered in the company's books.

Negotiable instruments are regarded in the same light as coined money. Whoever takes them in good faith and gives value becomes the absolute owner. A

cheque payable to bearer, or a cheque payable to order and endorsed by the payee, is stolen and is cashed by the thief. If the person who cashes the cheque is unaware that it was stolen, he can compel the drawer of the cheque to pay him the amount. The bank cannot stop payment of the cheque, and will deduct the amount from its customer's account. The same is the case where a person obtains a cheque by fraud, and gets it cashed by a shopkeeper who is unaware of the fraud.

This peculiar attribute is destroyed by writing the words "Not negotiable" across the face of the cheque. Where a cheque is marked "Not negotiable," whoever gives cash for it, even though he took it *bona fide*, has no better title than the transferor had, and if he has no title or a bad title, that is all that the person who cashed the cheque will get, and payment of the cheque can be stopped. Thus by marking a cheque "Not negotiable," ample protection is afforded if the cheque is lost, or stolen, or has been obtained by fraud.

Note of Hand.—A note of hand or promissory note is an unconditional promise in writing made by one person to another, signed by the maker, undertaking to pay on demand or at a fixed future date a certain sum in money to a person, or to his order, or to bearer. A bank note is a promissory note issued by a banker payable to bearer on demand. There is this difference, however, a bank note may be reissued after payment. The following is an example of a note of hand:—

736 GREEN STREET,
LONDON,
September 14, 1912.

Stamp

£75.

One month after date I promise to pay Mr. John Brown the sum of seventy-five pounds value received.

JAMES WHITE.

The words "Value received" have no force. James White is the maker and John Brown the payee.

Where two or more persons sign as makers, each is liable for the whole amount, in case the others make default.

Promissory notes must bear a stamp according to their amount. The law governing them is the same as that governing cheques and other negotiable instruments.

Notice to Quit.—A yearly tenancy is put an end to by six months' notice, terminating on the anniversary of the day when the tenancy began. Thus, if the tenancy began on the 25th March, the notice must be given on September 29th to expire in March. In the case of agricultural holdings, the yearly tenancy is ended by a twelvemonths' notice expiring on the anniversary of the day when the tenancy began. A quarterly, monthly, or a weekly tenancy requires respectively a quarter's notice, a month's notice, or a week's notice.

The notice to quit need not be in writing unless the tenancy agreement says that the notice must be in writing. The tenant or the landlord need not trouble about the particular form of words employed in giving notice, but the notice should be expressed in clear and unequivocal terms.

Nuisance.—A nuisance may be a public nuisance or a private nuisance. A private nuisance is one which annoys or interferes with the comfort, health, or convenience of an individual or a small group of individuals, such as keeping a pig-stye, or a noisy dog, or continuously playing on the piano. A public nuisance affects the comfort, health, or convenience of all the King's subjects who may come within the sphere of its influence, such as obstructing the highway, or fouling a public river.

The right to continue a public nuisance can be acquired only by Act of Parliament. The right to continue a private nuisance may be acquired by Act of Parliament,

and in some cases by Prescription—*i.e.* by uninterrupted continuance for twenty years. Where a man erects a building near a private nuisance which has been going on for a very long period of time, he may nevertheless get the nuisance stopped.

The remedies for a private nuisance are peaceable abatement—that is, the party annoyed by the nuisance may peaceably remove it, or he may obtain from the Court an injunction to stop it, or he may sue for damages. Where a person continues or creates a public nuisance he may be indicted for it before a judge and jury and be punished, but this can be done at the instance of the Attorney-General. Where a private person suffers more from a public nuisance than the ordinary public does, he may sue the wrongdoer for damages. Thus, where a person digs a trench across a highway and a passer-by falls in and is injured, he is entitled to compensation from the wrongdoer.

Nullity of Marriage.—Nullity suits may be brought on any one of four grounds : (1) Impotence, existing at the time of the marriage, and continuing permanent ; but not if the impotence arises after the marriage. (2) Absence of a genuine consent—*e.g.* where one of the parties did not understand the nature of the transaction (the marriage service or ceremony). But if the parties have “consummated” the marriage, the nullity suit will fail. (3) Breach of the law—*e.g.* where parties marry within the prohibited degrees, or by a party to a divorce suit remarrying before the degree *nisi* was made absolute. (4) Bigamy. The victim of the bigamous marriage can have such marriage annulled, but must prove the validity of the first marriage.

Partners.—A firm is liable for the contracts made by one of the partners in the scope of the firm’s business, for each partner is an agent of the others. Even if a partner is forbidden to make contracts on behalf of the firm, the firm will be liable for contracts made by that partner with a person who was ignorant of the prohibition. Similarly the firm will be liable for the

wrongful acts done by a partner if done within the scope of the partnership business. A person who "holds himself out" as a partner will also be liable; e.g. if a partner retires and his name is kept in the business, and no express notice is sent to the customers or the creditors of the firm that he has retired, they will still be entitled to regard him as a partner, and to hold him liable. As regards new customers and new creditors of the firm, after he has retired a notice in the *Gazette* is sufficient.

A partner may sell his share in the partnership business, but that does not necessarily make the assignee a partner: it entitles him only to the assigning partner's share in the profits and in the firm's capital. He cannot even demand an account of these matters.

The articles of the partnership settle what share of the profits each partner shall get, and what amount each shall contribute to the losses. If the articles are silent on these points, the rule is that the partners shall share equally in the profits, and shall contribute equally to the firm's losses.

Each partner is as a rule liable for the debts of the firm, and therefore the private property of each partner may be taken to satisfy the creditors of the firm. The liability of each partner is unlimited. But now Limited Partnerships may be formed, whereby the liability of a limited partner is restricted to the amount of capital he contributed. In these partnerships there must be one or more general partners whose liability is unlimited. Limited partners must take no part in the working of their firm (except perhaps give advice), otherwise their liability will become unlimited. Such limited partnerships must be registered.

Where a partnership consists of more than twenty members or a banking firm of more than ten, it is illegal. Such a partnership should be turned into a limited company. Where the partnership is formed for an unlawful or a criminal purpose it is illegal, and the members have no rights against one another; e.g. if a

partnership is formed for an illegal, immoral, or criminal purpose, and the partnership capital and property comes into the hands of one of the firm, that partner can stick to the money. The other partners cannot sue.

If a partner dies or becomes bankrupt the partnership ceases from that moment. If a partner becomes lunatic, or permanently incapable, or is guilty of misconduct injuring the firm's business, or the partnership can be carried on only at a loss, the Court may order its dissolution.

Pawnbrokers.—The rate of interest charged by pawnbrokers on loans not over £10 is fixed by law. For loans exceeding that sum the rate of interest is a matter of agreement between the parties.

Where the loan does not exceed ten shillings, the ticket costs a halfpenny, and the rate of interest is a halfpenny on every two shillings or part of two shillings lent. After the first month any time not exceeding fourteen days is to be reckoned as half a month.

For loans over ten shillings but not exceeding forty shillings, the ticket costs a penny, and interest is at the same rate as above. Any time not exceeding fourteen days is reckoned as half a month.

Where the loan is over £2 but does not exceed £10 the ticket costs a penny, and the rate of interest is a halfpenny on every half-crown per month.

Besides the price of a ticket a pawnbroker gains at least twenty-five shillings interest per annum; and for broken periods and fractions of two shillings the rate is enormously larger. Further, if the pledge is not redeemed after a given time he may sell it, and reap a further advantage. He cannot, of course, buy any article pledged with him unless he exposes it for sale by auction, in which case he may and frequently does buy it in at a low price, and afterwards expose it for sale in his own shop as an unredeemed pledge—again making a handsome profit. If the article is sold by auction and fetches a price greater than the loan and the interest, the pledgor may obtain the difference. On the other

hand, if it realises a lower price than the amount lent, the pledgor may be called upon to pay the difference.

Where the loan was less than ten shillings and the pledge is not redeemed within one year and seven days, the pledge becomes the absolute property of the pawnbroker. If the loan exceeds ten shillings and the pledge is not redeemed within this statutory period, the article must be sold by auction, but there is, as has been said, nothing to prevent the pawnbroker from bidding for it.

Where stolen goods have been pawned, if the pawnbroker knows that they have been stolen, he is a receiver of stolen goods and is liable to penal servitude. But, if he is innocent and has aided the police, the Court which tries the thief may allow him to retain the article pledged, or compel him to restore it to the owner, most usually on the terms that the owner will repay the pawnbroker the amount of money advanced on the pledge.

Poor Law, Liability of Relatives under.—The father, the grandfather, the mother, the grandmother, the child (but not grandchild), of any person not able to earn a living is bound to maintain such person. Such person must first go to the guardians for relief, who will summon any one or all of the above persons. The magistrates, on being satisfied that any or all of the above parties have sufficient means, may order any one or more of such relatives to contribute to the poor person's support. This order may be enforced by imprisonment.

A man is not bound to maintain any of his wife's relatives except her children by a former father, if such children do not exceed sixteen years of age. If therefore his wife had borne illegitimate children to other men before her marriage, her husband is bound to maintain them. A man is not bound to keep his son's wife, or his son's widow, or his daughter's husband, though he is bound if necessary to maintain the grandchildren.

A man is not bound to maintain his brother or his sister. A person is not bound to maintain a grand-parent.

A husband is bound to maintain his wife and children. If they become chargeable to the rates, he may be prosecuted. A married woman having means is liable for the maintenance of her husband, children, grandchildren and her parents.

Probate.—It is the duty of an executor of a will to have the will duly proved. Probate cannot be taken out until a week after the testator's death, and must be taken out within six months. The formalities are much the same as are taken in obtaining the grant of "letters of administration." When all the formalities have been complied with, the officials give the testator a copy of the will, sealed and stamped with the office stamp. This copy is called the probate copy of the will. The original will is kept at Somerset House.

Railway Passengers.—A railway company is liable for accidents caused to passengers and their friends by the negligence of the company's servants. The same applies to persons coming to the station on lawful business, such as despatching or receiving parcels, making inquiries, and the like. In regard to people visiting a station for amusement or to buy papers, the liability is not so great; but should the company's servants know of anything dangerous, they should warn such people, or else the company will be liable for injuries caused to these casual callers. The company is under no liability for injuries sustained by a trespasser, or by a person travelling without a ticket with intent to defraud. A child, say under three, travelling with its friends who have tickets will be entitled to damages in case of injury. So, too, will a person travelling without a ticket, but intending to pay his fare. The same applies to persons travelling on a free pass, unless the pass was expressly granted on the condition that the company would not be liable.

The company is liable to passengers for injuries only

on the ground of negligence. If, therefore, a company has taken every precaution, it is not liable for injuries sustained by them.

A company may limit its liability to passengers, but the passenger must have expressly agreed to the conditions. Where a passenger is travelling on a workman's ticket in a workman's train, the amount of compensation is limited to £100.

Where a person is injured he should be very careful in accepting an offer of compensation from the company. For if he accept a sum in full satisfaction, he cannot afterwards sue the company in case his injuries turn out more severe than had been anticipated.

Where a train is by the time-table announced to start at a particular time, and does not start at that time, or, having started, is delayed on its journey because of the negligence of the company's servants, any person put to expense by reason of the delay is entitled to damages, e.g. if he had to put up at a hotel for the night, but not usually the expense of hiring a special train. He can recover only the expense caused by the unpunctuality, but not the profits he hoped to derive from keeping an appointment which he failed to keep because of the delay.

Every passenger must produce his ticket, or pay the fare, or give his name and address. If he will not do one or another of these things, he may be arrested.

If he is prepared to do any one of these things, and is arrested or detained, an action for false imprisonment will lie against the company. Even if he is detained because the company's servants suspect that he has given a false name and address, the company runs a great risk. A passenger need not, and should not, give up his ticket until he has reached his destination. Should a passenger lose his ticket, he should not pay over again; he should give his name and address, and the name of the station where he took the ticket, and the place to which his ticket entitled him to be carried.

Return tickets are, for some unintelligible reason,

not transferable. The persons dealing in the sale of return halves are liable to a fine of £2. The return half will be confiscated, and the person who has bought it and is travelling with it will have to pay his fare from the place where he started.

Persons travelling without a ticket and with intent to defraud commit an offence. The intent to defraud must be clearly proved. For a second offence the penalty is £20 or a month's imprisonment. If a person in a hurry is honestly travelling without a ticket he cannot be punished, and he cannot be compelled to pay more than the fare from the place he actually started to the place of his destination. Should the company try to charge him more, he should refuse, but should give his name and address. If the company then sue him, he can explain to the Court the circumstances, and again tender the fare. In that case the company will have to pay his costs. A passenger who has not a ticket can be prevented from entering the train, but he cannot be ejected after the train has begun the journey, unless, perhaps, he is offensively drunk or in some other way objectionable.

Excursion tickets are advertised as available only to and from the stations mentioned on them, and any person using them for a place short of the stations will be compelled to pay the ordinary fare. Hence he runs a risk if he breaks his journey. The same is true if he travels beyond the station mentioned. His offer of the excess fare may be refused, and he may be compelled to pay the ordinary fare.

Where a passenger breaks his journey and gets out at an intermediate station, he cannot on the same ticket resume his journey. If a passenger, without intent to defraud, travels beyond the station to which his ticket is available, he must pay the "additional fare for the additional distance." This is not always the same thing as the difference between the sum originally paid and the sum chargeable from the starting-place to the place where he actually got out.

Where a person travels in a class superior to that for which he has taken his ticket, he commits an offence if there is intent to defraud. But there can be no fraud if a third-class passenger finds all the third-class compartments full, and enters a first-class carriage. Then, if the station at which the traveller takes his ticket is the station from which the train starts, he cannot be made to pay the excess fare. He should, however, as soon as the third-class carriages cease to be full, change into his proper class. If he gets into the train at an intermediate station, he is liable to pay the excess if he travels in a superior class, for in that case his ticket is issued only on condition that there is room in the train, and the company is not therefore bound to carry him by that particular train. A company, however, is bound to provide room, if the passenger gets in at a station from which the train starts.

If a passenger is through overcrowding compelled to travel in an inferior class, he is entitled to the difference in the fares of the two classes. He should not deliver up his ticket until that difference has been paid him, or, if he has delivered up his ticket, call the attention of the collector to the facts, taking a note of the number of the ticket, and giving his name and address. If the company finally refuse to refund the difference, he may sue the company and recover the difference with costs.

Every compartment states the amount of its seating accommodation, and any one persisting in entering a compartment containing the full number of sitters, after an occupant has objected, is liable to a fine of £2. The person objecting is entitled to keep him out, but not eject the intruder if he has once entered. The objector ought to request the guard to remove the intruder.

Where a person in a non-smoking carriage objects to a person smoking in it, the objector ought to call the attention of an official, and it is then for the company to take steps against the offender; but the objector has no remedy against the smoker.

The person seated next the window and facing in the direction the train is going is usually recognised as the person having the right to regulate the opening and shutting of the window. A passenger may reserve a seat by depositing an article of luggage on it. He may eject a usurper, but he must not use more force than is necessary. A passenger takes a first-class ticket and seats himself in a first-class carriage; the guard then comes along and fills it with third-class passengers; the first-class passenger has no remedy.

Receipts.—A debtor on paying his debt ought to get a receipt, but cannot compel the creditor to give him one. Should the sum paid be £2 or upwards, the creditor, if he gives a receipt, should affix a penny stamp. If then he refuses to give a receipt, the debtor ought to inform the Inland Revenue authorities, who will enforce a heavy penalty against the creditor for trying to evade the revenue laws.

Where a creditor gives a receipt without having been paid, or if he has been paid (say) by a worthless cheque, he is not bound by his receipt. He could still sue the debtor for the amount; and if he can convince the Court that he or his agent did not get the money mentioned in the receipt, or that the cheque was worthless, the Court will give judgment against the debtor.

Restraint of Trade.—Contracts in restraint of trade must be by deed, and the restraint of trade must be reasonable. What is reasonable depends upon the circumstances of each case, but the restraint must not be more than is sufficient to protect the interests of the person in whose favour the restraint is given. If the restraint is more than sufficient to protect his interests, then the restraint is void, and the person who promised to refrain from trading, or from giving his services to another, can do as he pleases. Thus, in buying the lease and goodwill of a small shop, it would be unreasonable to prevent the seller from setting up a similar business in any part of the United Kingdom, and the restraint would be void. But the same would

not apply in buying the business and goodwill of Whitley's, which has customers all over the kingdom.

Again, a man in employing assistants in his business might wish to prevent them from entering the service of a rival, or from setting up themselves in business. He ought therefore to impose only reasonable conditions—*e.g.* not to set up in business within a certain limited radius of his premises, and not to set up for a limited time after leaving his services.

Roots of Trees on Neighbour's Land.—A man may cut away such parts of the roots of his neighbour's trees as penetrate his land, however old the roots may be. He need not give notice of his intention to cut the roots, so long as he confines himself to his own land. He may alternatively bring an action for damages and an injunction.

Sale of Goods.—All contracts for the sale of goods of the value of £10 or more must be in writing, and signed by the party against whom an action for breach of the contract is performed. Writing is not necessary if the buyer receives the goods, or pays part of the price, or pays earnest money, or does some act which shows he made an agreement to buy, as, *e.g.* examining the goods and rejecting them as not being up to the mark, or taking in the goods after being satisfied on examination. If no one of these things is done, the proper evidence is not forthcoming, and though there are any number of witnesses, their evidence will not be listened to by the Court. In other words, while the contract may be perfectly lawful, it is not enforceable for want of the kind of evidence required by law.

If the goods have, unknown to the parties, perished at the time of sale, there is no contract, so that neither party can sue the other. If no price is fixed, a reasonable price must be paid. If the price is to be fixed by a third party, and such party does not make a valuation, the agreement to sell ceases to have any force. If the third party is prevented from making a valuation through the fault of the seller or the buyer,

then the party in fault will be liable in damages to the other.

Unless the contract says so, it is no part of the seller's duty to send or carry the goods to the buyer; but he must give the buyer facilities for obtaining the goods, and in that case the place of delivery is the seller's place of business or his house. Where the goods are sent through a carrier, the seller ought to make terms with the carrier on behalf of the buyer, otherwise the buyer may refuse to regard delivery to the carrier as delivery to himself, and if the goods are damaged or lost he may sue the seller, leaving the seller to sue the carrier. Where the goods are sent by sea, the seller must give notice to the buyer, so as to enable the buyer to insure the goods, otherwise the goods are at the seller's risk during the voyage.

A buyer is not bound to take a greater or a less quantity than he has ordered, but he must pay for what he takes. If the seller mixes other goods with the goods ordered, the buyer may accept what he ordered and reject the rest, or he may reject the whole.

Unless so agreed, a buyer is not bound to take delivery by instalments. The buyer is not bound to return rejected goods, but he must inform the seller that he has rejected them. If he wrongfully refuses to accept delivery he is liable for any loss that may ensue to the seller, who can also make the buyer pay a reasonable sum for warehousing them.

As a rule the buyer must be on his guard; but the seller must not actually conceal defects, or make false statements knowingly or unknowingly about the goods. If he does any of these things, the buyer may sue him for damages, and in some cases he may rescind the contract—that is, return the goods and refuse to pay for them; but the buyer cannot rescind and also at the same time get damages.

The law now implies that in the following cases the seller, without saying a word, undertakes that certain things shall be guaranteed: (1) where goods are sold

by description, the bulk must correspond with the description. (2) Where they are sold by sample, the bulk must correspond with the sample. Thus, a man smokes a sample cigar, and buys a box of that brand. He finds on smoking a cigar that it is not up to the mark of the sample. He should then return the cigars to the seller, paying only for what he actually smoked. (3) Where the buyer relies on the seller's skill or knowledge, and the goods are of a description which it is the seller's business to supply, the goods must be fit for the purpose for which the buyer requires them—*e.g.* buying a pair of spectacles from an optician, or a razor from a cutler. These are understood to be fit for their respective purposes. But if they are bought from an ordinary person, there is no guarantee about their fitness, unless the seller expressly says so. (4) Where goods are bought by description from a seller who deals in that class of goods, the goods must be of a merchantable quality; but if the buyer has examined the goods, and such examination shows defects, or ought to reveal them, and the buyer does not discover them, he will have no remedy against the seller.

Where goods are lost or destroyed, the loss falls on the owner. It is therefore necessary to determine when the buyer becomes the owner. The rule is, that the ownership passes to the buyer at such time as the parties intended. In the absence of any express agreement about this, the law lays down the following rules to determine when the ownership passes to the buyer :

1. Where the contract of sale is for the sale of specified goods in a deliverable condition, the ownership passes to the buyer the moment that the contract is made, even though the time of delivery or of payment is postponed. For example, A orders a particular piano, price £50, from B. A agrees to sell it. B is now the owner. If the piano before delivery to A is destroyed or damaged through no fault of B's, the loss will fall upon

A, who will have to pay £50 for a destroyed or damaged piano.

2. Where there is a contract for the sale of goods, and the seller has to do something to them before they are fit for delivery, the buyer does not become the owner until such thing be done, and the buyer has been notified of this fact—e.g. a customer ordering a suit of clothes.
3. Where the goods have to be weighed, measured, or numbered, the buyer does not become the owner until such goods are weighed or measured and set aside for the buyer.
4. Goods “on sale or return,” of which a common example is newspapers and magazines supplied to a newsagent, who, if he cannot sell them, returns them to the publisher. The buyer becomes the owner if he deals with them as owner, as by selling them to a customer, or, if unsold, he does not return them to the publisher within a reasonable time or at the time agreed upon. He will then have them on his hands, and will be required to pay for them.

Seashore.—The Crown owns the seashore up to the point of high-water mark, unless, as has been frequently done, the Crown has parted with its rights to private landowners. Hence, except in these cases, the public have a right to bathe there, and cannot be prevented from so doing.

Seller's Lien.—An unpaid seller who is in possession of the goods can keep them until he is paid, if the goods have not been sold on credit; or, if they have been sold on credit, the buyer becomes insolvent, or the time of credit has transpired.

An unpaid seller who exercises his lien is in the same position as the unpaid seller who exercises his right of stoppage *in transitu*.

Separation, Deeds of.—When husband and wife agree to live apart, the agreement is usually by deed. A deed is not necessary. The agreement need not be

even in writing. This is one of the very rare examples where husband and wife can make a binding contract with *each other*. If one of the parties breaks the terms of the contract, the other party can sue the wrong-doer; or, if sued by the wrong-doer, the innocent party will have a good defence.

Shops Act.—Every shop assistant must cease work on at least one week-day in a week at 1.30 P.M. Times for meals must be allowed shop assistants. Every shop, unless belonging to an exempted class, must close on one week-day every week at 1 P.M. A young person under eighteen must not be employed in or about the business of a shop more than seventy-four hours (including meal-time), in any one week. Seats for female shop assistants must be provided in the proportion of one seat to every three female assistants engaged in every room.

The following classes of shops need not close for the weekly half-holiday, but the shop assistants must have their half-holiday and their meal times just the same:

The sale by retail of intoxicants.
The sale of refreshments.
The sale of motors, cycles, and accessories.
The sale of newspapers and periodicals.
The sale of meat, fish, vegetables, and other articles of a perishable nature.

The sale of tobacco, &c.
The sale of medicine, &c.
Retail trade carried on at exhibitions and shows.

Solicitor's Charges.—A solicitor's charges are fixed by law, but there is nothing to prevent a solicitor and his client from making an agreement as to his remuneration in lieu of these charges. The remuneration must not be in addition to his charges. The ordinary charge for writing a solicitor's letter is 3s. 6d., but if the client agrees, the remuneration may be greater. The client's opponent cannot, however, be compelled to pay more than 3s. 6d.

Where a solicitor acting on behalf of his client writes to a debtor demanding payment, and in addition a further charge say of 5s. as the solicitor's fee for writing the letter, the debtor may ignore the demand for the fee. But if the matter is taken into court, and the debtor is sued for the debt, he will have to pay 3s. 6d. for that letter as part of the costs of the action.

Spring-Guns and Man-Traps.—It is an offence to set man-traps or spring-guns on land as a protection against trespassers and poachers. It is not an offence to set them by night in a dwelling-house as a protection against intruders.

Stamps.—For revenue purposes, certain documents must be stamped under a heavy penalty. Such documents unstamped or insufficiently stamped cannot be used in evidence at a trial unless properly stamped, and the fine paid for not properly stamping them at the date of their execution. In some cases adhesive stamps may be used, in others the stamp must be engraved on the paper.

Ordinary adhesive postage stamps or revenue stamps may be used—for receipts, certificates of births, &c., leases not exceeding a year, where the rent does not exceed £10 a year, letters of renunciation, policies of fire insurance (not life or marine), delivery orders, cheques, in all of which cases a penny stamp suffices; so too in simple contracts (6d.).

Stoppage in Transitu.—An unpaid seller, on hearing of the buyer's insolvency, has a right to stop the goods and to resume possession before they reach their destination, i.e. before they come into the hands of the buyer or his agent. The great difficulty is to determine when they reach their destination. Suppose a person in Liverpool orders goods from a London firm to be sent by the London and North-Western Railway, carriage forward, i.e. he will pay the railway company the carriage on delivery. Here, though the buyer names and pays the carrier, the carrier is not his "agent" for the purpose of defeating the seller's

right of stoppage *in transitu*. The unpaid seller can resume possession at any time before the goods reach the buyer's premises, for he knows their ultimate destination. If, however, the buyer says to the seller, Let the railway company call for the goods, and I will give the company further instructions as to where the goods are to be sent—the moment that the railway's carter collects the goods, they have reached their destination, and the unpaid seller cannot, on hearing of the insolvency of the buyer, exercise his right of stoppage *in transitu*.

The seller's right to stop the goods is also defeated if the buyer sells the bill of lading describing the goods to a *bona fide* purchaser. The bill of lading transfers the right to these goods to the new purchaser, and the original unpaid seller cannot take them from him.

Although the unpaid seller by exercising this right resumes possession, he does not recover the ownership of them; and if he resells them to a third person, he may be liable in damages to the original buyer. The new buyer, who buys in ignorance of the original sale, is, however, fully protected.

In three cases the unpaid seller may resell without being liable to the original buyer: (1) If the goods are perishable; (2) if there is a clause in the contract of sale giving the unpaid seller the right to resell; (3) if he gives written notice to the buyer to pay for the goods, or he, the seller, will resell.

Street Betting.—Any person frequenting or loitering in a street for the purpose of betting is liable to a fine of £10 for a first offence; for a second offence to a fine of £20. For a third offence, if it can also be proved that he was betting with a person under the age of sixteen, he may be fined £30, or be sentenced, on summary conviction, to three months' imprisonment without the option of a fine. Should he be tried by a jury, he may be fined £50, or imprisoned for six months without the option of a fine, and all his betting books and papers will be confiscated.

Street Music.—By various Acts of Parliament many towns have the power to stop music and singing in the streets. In these cases, a householder may, on the ground of illness or other reasonable cause, order a singer or a street musician or an organ-grinder to depart from the neighbourhood of the house. Refusal to depart after this request renders the offender liable to a fine or a very short term of imprisonment.

Summary Jurisdiction.—Courts of summary jurisdiction deal with many civil matters in addition to punishing minor offences. These Courts consist of at least two J.P.'s sitting in Petty Sessions, or a stipendiary magistrate sitting in a Police Court. Amongst civil matters, these Courts have jurisdiction in affiliation proceedings, separation orders granted to married women, scamen's wages, cancelling indentures of apprentices, debts due to friendly societies and loan societies, debts due for rates, debts due to gas companies, and the like.

Sunday Trading (Lord's Day Observance Act).—By an Act of Charles II no tradesman, workman, artificer, or labourer should work on Sunday (except for works of charity or necessity), nor use any boat or barge or sell goods, except cooked food, under a penalty of 5*s.* Milk might be sold before nine in the morning or four in the afternoon. If goods are sold on Sunday by the trader in the ordinary way of his business, he cannot sue for their price, unless the purchaser has kept the goods and has afterwards promised to pay for them. Farmers, barbers, attorneys, surgeons, cab-drivers, coach proprietors, are exempt. Jews are exempt.

Proceedings under this Act cannot be taken without the written consent of the chief constable of the district, or two J.P.'s, or a stipendiary magistrate.

Support, Rights of.—Every owner of land has a right to have that land supported and kept in its place by his neighbour's land. The neighbour must not dig in his own land in such a way that the adjoining land

caves in. Where a person has the right to work mines, he must not exercise his rights in such a way that the adjoining land is endangered. The action must be brought within six years from each subsidence of the land, otherwise the right of action is lost. Similarly, where a person has a house in a street, the adjoining houses must not be destroyed or pulled down in such a way as to endanger his house.

Theatres, Hissing in.—It is not wrongful to hiss or denounce a performance at a theatre or other public place of amusement, but if several persons agree beforehand to hiss a performer or to jeer at a play, they may be found guilty of a conspiracy.

It is not in any way wrongful for a number of people to agree beforehand to applaud a performer or a piece.

Tombstones.—Tombstones cannot be removed except under a dispensation or faculty obtained in the Bishop's Court. Inscriptions on a tombstone in a parish church-yard are subject to revision by the rector of the parish. An appeal from his decision may be made to the Diocesan (Bishop's) Court. The rector cannot object to the use of the word "Reverend" added to the name of a Nonconformist minister.

Treasure Trove.—Treasure trove is "any gold or silver coin, bullion, or plate found *hidden* in a house or in the earth or in some other private place, the owner being unknown. Such treasure trove belongs to the Crown ; but if the owner who hid it is afterwards discovered, it belongs to him or his representatives. If the treasure were accidentally lost or abandoned, it is not treasure trove, and belongs to the owner of the private place where it is found. But if the original true owner is discovered, it belongs to him.

Coroners are empowered to hold inquests on treasure found, and it is the coroner's jury which decides whether the treasure is treasure trove or not. Usually the finder of treasure trove obtains a reward from the Crown.

Trespass to Land.—Trespass to land consists in wrongfully entering upon the land of another without his permission or against his will. Such person is entitled to damages (if only nominal) without having to prove that he has sustained actual loss by the trespass. The mere trespass by itself is not criminal, so that the expression “trespassers will be prosecuted” is misleading; but if the trespass is accompanied by wilful injury to property, as by breaking down hedges, fences, or trampling herbage or growing crops, it may be dealt with as a crime, under the heading of malicious injury to property. The offender will then be liable to a term of imprisonment or to a fine.

The person who can bring the action is the person in possession of the land, or who is entitled to its immediate possession. A trespasser may be peaceably ejected.

Under-lease.—Where a person holds a sub-lease from a lessee, he may be ejected by the superior landlord if the lessee has broken the covenants in his lease which he obtained from the superior landlord. If, however, the sub-lessee makes good the breaches which his immediate landlord had committed, the superior landlord is bound to put him in the place of the original lessee and to give him that person's lease.

Usual Covenants in a Lease.—Where an agreement for a lease is drawn up, the lease to contain the “usual covenants,” the landlord can only insert the following covenants to be performed by the tenant: (1) A covenant to pay rent, rates, and taxes, except the landlord's property tax; (2) a covenant to keep the premises in repair, and to yield up in good repair; (3) a covenant that the tenant will allow the landlord opportunities at reasonable times to inspect the premises, to see that they are in good repair. Other covenants, though commonly inserted in a lease, cannot be inserted without the tenant's consent—*e.g.* a covenant to insure the premises.

Vaccination.—Parents must have their children vac-

cinated before they are six months old, under a penalty of 20s. If the parent within four months from the child's birth makes a statutory declaration before the justices or a stipendiary magistrate that he conscientiously believes that vaccination will injure the child's health, he will be exempt from this penalty. The parent should not give reasons for his objection. This statutory declaration must be sent to the vaccination officer within seven days of making it.

Villagers, &c.—The inhabitants of a village may by long user acquire rights to go on the village green, and even in some cases to hold sports there. So, too, fishermen may by long custom acquire the right to dry their nets on private land adjoining the sea-shore.

Water, Rights to.—Rights to water may be acquired in the same way as rights of way over other easements. Every owner has the right to water flowing in over his land by a natural stream. If, however, the stream derives its source from water percolating through the soil of another, that water may be pumped up by the owner of soil through which the water percolates, and under which the water flows, but not in a natural stream. Thus, if a stream which drives a water-mill derives its origin from sources not flowing in a natural stream under the land of another, that owner may pump up the water and thus deprive the mill of its power, and the owner of the mill has then no cause of action. The public cannot be deprived of the use of a navigable river. If a man sells his house, he also impliedly grants with it the same rights to the use of water which the house possessed before the sale took place. Thus suppose a man has a house and land, and on the land there is a reservoir which supplies the house with water, and he sells the house, but retains the land adjoining, the owner of the house is entitled to the use of the water, and he can go on the adjoining land and mend the conduit pipes, but he must go at reasonable times and must not do damage.

If a person pollutes a stream, the owners of the adjoining lands have a remedy, either for damages or for an injunction. But if the person has polluted a stream with the refuse (say) from his factory for an uninterrupted period of twenty years, he may continue to do so.

The bed of navigable and of public navigable rivers belongs to the Crown, and the public may freely fish there up to the place where the river ceases to be tidal. Beyond that place the rights of fishing belong exclusively to the riparian owners, who have also the exclusive rights in private and non-navigable rivers.

Way, Rights of.—Rights of way may be acquired by grant, by immemorial user, by enjoyment for twenty years, or by Act of Parliament. A passage for travellers on foot does not necessarily give the right to drive horses or animals or vehicles over it. But the greater right includes the less.

A right of way may be an easement of necessity. For example, if a landowner sells a field in the middle of his estate, the buyer acquires a right of way over the estate to his field, otherwise he would be excluded from the enjoyment of the field. The right of way is attached to the field, so that if the owner of the field sells it, he cannot any longer exercise his right of way; that right of way will pass to the new purchaser.

The right may be lost by non-user, by the need for it ceasing, by surrendering the right, or by Act of Parliament. What length of time will extinguish a right of way by non-user has not been definitely decided.

Such rights or easements must be exercised openly, and without the necessity of having to ask permission, for each asking is an admission that the asker has no title or right to the thing.

Wills.—A will must be in writing, signed at the foot or end by the testator, who should sign or acknowledge his signature in the presence of two witnesses, who in his presence and in the presence of each other should

by their signatures attest his will. If the will makes a gift to a witness, or to the wife or the husband of a witness, the gift is bad. In Scotland, if the will is in the testator's own handwriting, and signed by him, it need not have any witnesses. A lunatic or an infant cannot make a valid will.

Avoid the use of technical terms, such as "next of kin" and the like, unless you know their exact legal significance. If a testator leaves all his property to his children, this gift, in the absence of strong evidence, will not include illegitimate children. If these are to benefit, they ought each to be mentioned by name. Where it is desired to leave all the property to a person, simply say, "I leave all my property to So-and-so." This gift will include both land and goods. If it is desired to make gifts to particular persons, say so clearly and unambiguously. It is not necessary to use such phrases as "This is my last will and testament," "I hereby revoke all former testamentary dispositions." Where legal phrases or technical expressions are used, or where the disposal of the property is complicated, a lawyer should be employed. If any words are scratched out, or any alterations made, both the testator and the witnesses should initial them. Name some person or some persons to act as executor. Where the deceased person's estate is the sole means of support for the widow, she ought to be made one of the executors. If she is not appointed, she might have to wait for any time up to a year before she could get her benefits.

Soldiers on campaign, sailors actually at sea, may make their wills orally, merely by informing some one how they wish their property to be disposed.

A will is revoked by the testator *marrying after* the will is made. It may be revoked by a new will, or by destroying the will with the intention of revoking it, or by a writing signed and made like a will expressing his intention of revoking. If a person makes a gift by his will, and before his death sells or parts with

that property, the donee of that gift will, of course, not get it.

Accidental destruction of a will does not revoke it. A copy of the will is in that case good. If there is no copy, any person who remembers the contents of the will can have the will proved.

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